### Contract Database Metadata Elements

**Title:** Niagara Falls, City of and United Steel Workers (USW), Local 9434-00 (2005) (MOA)

**Employer Name:** Niagara Falls, City of

**Union:** United Steel Workers (USW), AFL-CIO

**Local:** Local 9434-00

**Effective Date:** 01/01/05

**Expiration Date:** 12/31/08

**PERB ID Number:** 6865

**Unit Size:** 140

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MEMORANDUM OF AGREEMENT
between
CITY OF NIAGARA FALLS, NEW YORK
and
UNITED STEELWORKERS, LOCAL 9434-00

1. **Term** (Section 17.1): Four (4) year contract: 01/01/05 through 12/31/08.


3. **Payroll Deductions** (Section 4.12): Add: “The City will provide for bi-weekly direct deposit at the financial institutions of the employees choice.”

4. **Disability Insurance Deductions** (Section 4.13) – Delete Schedule “K”; add the following section: “The City of Niagara Falls will process the Union sponsored disability coverage. This coverage will name the Local Union as the insured. The City of Niagara Falls will merely process the 100% employee contribution by payroll deduction.”

5. **Union Stewards** (Section 4.5): Delete existing language; replace with the following:

   "**Section 4.5.1 – Union Stewards:** It is understood and agreed that the City Administrator will be furnished with the names of the Union Stewards and the number of such stewards shall not be greater than seven (7). The stewards shall be allowed a minimum of three (3) hours per week, during their normal working hours, to perform their duties as Union stewards. Along with the Union President, Unit Chairs and District or International representatives, stewards shall be the unit members designated to appear at PERB, grievance and disciplinary hearings to represent the employees of the collective bargaining agreement, with City representatives.

   When conducting union business during regular working hours, stewards shall be required to sign out with their department head or his/her designee, on a standardized form provided by the City, prior to leaving the job assignment. The form shall provide space where the steward can indicate the specific nature of the union business, specific location(s) of the union business, sign out time and sign in time. The steward must sign in upon completion of the union business, should the business be concluded during the normal working hours of the steward.

   **All Union Stewards** cover by this collective bargaining agreement shall be employed by the City of Niagara Falls, and exclusively represent only individuals employed by the City of Niagara Falls. In the event that additional time is required it shall be authorized by the department head or his/her designee at department heads discretion.

   **Section 4.5.2 – Negotiating Committee:** Not more than six (6) members of the Union negotiating team shall be granted release time without loss of pay or benefits for negotiations or negotiating committee meetings. This time off shall not be considered stewards time off should any member(s) of the negotiating committee best rewards. The period of time that the negotiating committee shall meet will commence according to Article 17, Subsection 17.1.1 and end upon ratification of the new collective bargaining agreement by the City Council.

   **Section 4.5.3 – Executive Committee:** It is understood and agreed that the members of the Executive Committee of the United Steel Workers of America shall be granted a maximum of three (3) hours per month, specifically the third Monday of the month, unless a holiday applies in which
case it will be the following day, to attend an Executive Committee meeting without loss of pay or benefits.

The names of the members of the Executive Committee along with the office they hold will be furnished to the City Administrator with the understanding that should any member of the Executive Committee be a steward, this time off will constitute stewards time off for that week. It is also understood and agreed that members of the Executive Committee will be required to sign out with their department head or his/her designee, on a form provided by the City, prior to leaving the job assignment. The form shall provide space where the Executive Committee member can indicate the nature of the business, location(s) of the business, sign out time and sign in time. Furthermore members of the Executive Committee must sign in upon completion of the union business, should said business be concluded during the Executive Committee member's normal working hours.

6. **Union President** (Section 4.6): Delete existing language; replace with the following:

"Union President and Unit Chairs: The Union President and/or Unit Chairs will be afforded a reasonable amount of time to conduct union business. They must first coordinate with the Department Head, City Administrator, or their designee, prior to leaving their respective work area. The Union President and/or the Unit Chair will make every effort to establish such procedure which would minimize interruptions of their assigned City responsibilities. This may include, but not be limited to, specific call in hours, emphasizing after hour meetings, and limiting attendance at "events" during working hours. The President or Unit Chair of the Union or his/her representative shall be accorded time off which is reasonably required to conduct proper business, without loss of pay or benefits. It is also understood and agreed that the Union President and/or Unit Chair or his/her designee will be required to sign out with their department head or his/her designee, on a form provided by the City, prior to leaving the job assignment. The form shall provide space where the Union President and/or Unit Chair or his/her designee can indicate the nature of the business, location(s) of the business, sign out time and sign in time. Furthermore the Union President and/or Unit Chair or his/her designee must sign in upon completion of the union business, should said business be concluded during the Union President and/or Unit Chair or his/her designee normal working hours.

It is further agreed that the City will grant the Union President and/or the Unit Chair or his/her designee time off with pay to attend one (1) United Steelworkers of America conference or convention annually, whether national, state or regional, not to exceed the actual duration of such conference or convention and the necessary travel time. Time shall be granted to the Union President and/or Unit Chair or his/her designee without loss of pay or benefits to conduct all phases of union business while also representing the employees of the Niagara Falls Water Board who are members of the United Steelworkers of America Local 9434-00.

The City will attempt to provide office space for the Union at City Hall if and when such space becomes available."

7. **Agency Shop** (Section 4.8): Delete Schedule "C"; add following section:

"1. Pursuant to Chapters 677 and 678 of the Laws of the State of New York of 1977, and Article 4.0, Section 4.8 of the Collective Bargaining Agreement, the City of Niagara Falls (City) agrees to continue to deduct agency shop fees from the salaries of employees of the City who are not members of the Union, but who are represented by the Union for the purposes of the collective negotiations, and to transmit such funds to the Union in accordance with State Laws."
2. The parties agree to be bound by the provisions of said to Chapters 677 and 678 of the Laws of 1977 with regard to their respective rights, duties and obligations hereunder.

3. The Union will maintain a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes of political or ideological nature only incidentally related to terms and conditions of employment, as such procedure is required by said to Chapters 677 and 678 of the Laws of 1977.

4. The parties agree that the agreements herein will remain in effect as long as the enabling legislation is extended or re-enacted. The terms and conditions herein set forth shall continue and remain in full force and effect and be binding upon the parties hereto for, and during the duration of the new legislation, so far as legally permissible."

8. **30 Year Longevity Step Increase** (Subsection 6.1.1 (e)): The wage schedule shall be amended to include a $1,700.00 increase for the employees in the 30 Year Longevity Step

9. **Over Time Lunch Allowance** (Subsection 6.6.4): This section shall be amended to incorporate Schedule “F”, which shall be deleted, and shall read as follows: "The City shall, at its expense, provide a lunch allowance of five dollars ($5.00) for any employee covered by the terms of this bargaining agreement who is required to work at least two (2) hours overtime. Such employee shall be provided an additional lunch at the expense of the City for every four (4) hours overtime required to be worked thereafter."

10. **Call-In-Time** (Section 6.5): This section shall be amended to read: "All employees covered by this collective bargaining agreement shall be paid three (3) hours at regular time when called into work other than his/her normal shift, which time shall be known as "call-in-time". Call-in-time shall be paid in addition to actual hours worked, but shall not be computed in the total hours worked for the purposes of overtime.

    In addition, all employees called into work shall be guaranteed two (2) hours of work at time and one-half (1-1/2) the regular hourly rate."

11. **Sick Leave Verification** (Subsection 9.3.3): This Section shall be amended to read as follows: "An employee covered by the terms of this collective bargaining agreement that is entitled to sick leave in accordance with the above Subsections (9.3.1 and 9.3.2), shall be paid while absent from work due to personal illness/injury. If such illness continues beyond ten (10) consecutive working days, or twenty (20) working days within a thirty (30) day period the City may, in its discretion, direct the employee to verify their illness/injury with a statement from the employee's attending physician.

    An employee covered by the terms of this collective bargaining agreement, who is entitled to sick leave in accordance with the above subsections, shall be entitled to be absent from work due to personal illness/injury with a statement from the employees attending physician. An employee off work due to illness/injury for twenty (20) consecutive work days or more, may be required to undergo an examination by a City designated physician(s) for determining the necessity for continuation of sick leave. Such examination will be limited to the particular ailment or injury for which the employee is claiming sick leave. In the event of difference in opinion between the employee's physician(s) and the City's designated physician(s), the matter may be referred to a third physician mutually agreed to by both parties. The opinion of this independent physician shall be binding."
12. **Bereavement** (§9.7): The language "...not in excess of four (4) working days..." shall be deleted; it shall be replaced with "...to a maximum of four (4) working days..."

13. **Safety Shoes** (Section 11.1): This section shall be amended to read as follows: "The City agrees to provide ANSI 17 approved safety shoes to employees whose work requires protection against foot injuries. Employees who require safety shoes will be limited to one (1) pair per year at a cost to the City not to exceed one hundred ten dollars ($110.00) per pair."

14. **Foul Weather Gear** - Inspectors - (Section 11.2.1): Amend to state: "Employees entitled to foul weather gear shall receive $175.00 per year to purchase necessary clothing."

15. **Tool Allowance** (Section 11.3): This section shall be amended to read as follows: "Suitable tools shall be provided for the Senior Automotive Mechanics, Automotive Mechanics, Senior Maintenance Mechanic/City, Supervisor of Plumbing Heating and Air Conditioning, Superintendent of Heating, Air Conditioning and Refrigeration, Foreman Traffic and Electrical Signals and Traffic Signal Technicians. Each of the above mentioned shall be granted upon appointment an initial tool allowance of one hundred-fifty dollars ($150.00) in the first year and a tool addition or replacement allowance of two hundred dollars ($200.00) each year thereafter.

The City shall purchase all such tools during the month of January and shall provide facilities for the protection against theft of the tools.

Each newly hired person in the above mentioned positions shall be granted upon appointment an initial tool allowance of one hundred-fifty dollars ($150.00) in the first year, and a tool addition or replacement allowance of two hundred dollars ($200.00) upon the yearly anniversary of the employee's date of hire."

16. **Schedules and Attachments:**

   Schedule G. Shift Schedule for Utilities Laboratory – Delete.


All remaining Schedules will be re-lettered sequentially.

17. **SCHEDULE “B” (35 HOUR WORK WEEK):** Amend to reflect the following:

   ACCOUNTANT
   ACCOUNT CLERK
   ADMINISTRATIVE AIDE
   ADMINISTRATIVE ASST. ASSESSOR
   ADMINISTRATIVE ASST. COMM. DEVEL.
   ADMINISTRATIVE ASST. ENGINEERING
   ADMINISTRATIVE ASST. POLICE
   ADMINISTRATIVE ASST. PUBLIC WORKS
   APPLICATION AND BENEFITS CLERK
   ASSESSOR'S AIDE
   ASSESSOR'S CLERK
   ASSESSOR'S DATA CLERK
   ASSESSOR'S TECHNICIAN
   ASSISTANT ASSESSOR
   ASST. ELDERLY AND HANDICAPPED TECH.
   ASST. RESEARCH /PLANNER CONSULTANT
   ASSOCIATE CIVIL ENGINEER
   ASSOCIATE FINANCE OFFICER
   ASSOCIATE LEASED HOUSING COUNSELOR
   AUDITOR
   BILLING SUPERVISOR
   BUILDING HOUSING INSPECTOR
STOREKEEPER
SUPERVISOR ICE PAVILION/WINTER GDN.
TRAFFIC ANALYST
TRANSPORTATION ANALYST
YOUTH SERVICES PLANNER

STOREKEEPER CLERK
SURVEY INST. TECH. SYSTEMS ENGINEER
TRAFFIC ENGINEERING PLANNER
TYPIST
HUMAN RIGHTS TECH.

This list will be modified for any positional changes that may occur.

18. **SCHEDULE “C” (40 HOUR WORK WEEK):** Amend to reflect the following:

ASSISTANT FOREMAN BUILDINGS AND GROUNDS
ASSISTANT FOREMAN STREETS AND SANITATION
AUTOMOTIVE MECHANIC
CHIEF OF AUTOMOTIVE
CHIEF ELECTRICAL INSPECTOR
CHIEF PLUMBING INSPECTOR
FOREMAN PUBLIC PROPERTY
FOREMAN SANITATION
FOREMAN STREETS
FOREMAN TRAFFIC AND ELECTRICAL SIGNALS
FORESTER
GREENSKEEPER
HEATING AIR CONDITIONING AND REFRIGERATION ENGINEER
LANDSCAPE GARDENS MAINTENANCE WORKER
MASTER MECHANIC AUTOMOTIVE
OPERATIONS FOREMAN
SENIOR AUTOMOTIVE MECHANIC
SENIOR MAINTENANCE MECHANIC
SUPERINTENDENT OF HEATING AIR CONDITIONING AND REFRIGERATION
SUPERVISOR OF PLUMBING AND HEATING
TRAFFIC SIGNALS TECHNICIAN

19. **Personal Time Accrual (New):** Unused personal days may be carried over and converted to sick leave days. An employee choosing to carry over personal leave time must notify both the Department of Human Resources and their department head prior to December 1st of the previous year.

20. **Random Drug Testing (New):** All employees will submit to random drug testing according to the attached procedure.

21. **Water/Wastewater Treatment Plant References:** Any specific or inferred reference to the Water Treatment Plant, Wastewater Treatment Plant and/or its employees shall be deleted from the contract.

22. **Disciplinary Procedure (Schedule “H”):** Amended according to the attached procedure.

23. **Grievance Procedure (Schedule “D”):** Amended according to the attached procedure.
2005-2008 MEMORANDUM OF AGREEMENT

Between

CITY OF NIAGARA FALLS, NEW YORK
and
UNITED STEELWORKERS, LOCAL 9434-00

CITY OF NIAGARA FALLS, NEW YORK

By: VINCENZO V. ANELLO
MAYOR

By: WILLIAM BRADBERRY
City Administrator

UNITED STEELWORKERS, LOCAL 9434-00

By: JOSEPH LAGAMBA
Unit Chairman

By: LEONARD SAURO
Staff Representative
GRIEVANCE PROCEDURE FOR
CITY OF NIAGARA FALLS EMPLOYEES

Section 1 - Declaration of Policy

The purpose of this Grievance Procedure is to provide an orderly process whereby the Civil Service employees of the City of Niagara Falls and/or the Union may equitably and expeditiously settle any difference or grievances that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The provisions contained herein shall liberally be construed for the accomplishment of these objectives.

Section 2 - Definitions

As used herein, the following terms have the following meanings:

a. “City” means City of Niagara Falls along with the Niagara Falls Public Library.

b. “Employee” shall mean any person who is a member of the Bargaining Unit as the same is defined in the collective bargaining agreement between the City and District 4 of the United SteelWorkers of America Local 9434-00.

c. “Superiors” means persons regardless of title, who are assigned to exercise any level of supervisory responsibility over City employees.

d. “Committee” means the Labor Relations Committee as established by resolution of the City Council dated February 3, 1964 and amended February 1, 1965, or as otherwise designated by City Council.

e. “Decision” means the written disposition and determination of a grievance by the City management and/or Arbitrators.

f. “Days” shall mean all days other than Saturday, Sunday and legal holidays. Sunday, Saturday and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure. (This provision shall not apply to the time limitations for presenting grievances, as set forth in Section 3, below.)

g. “Representative” shall mean a Union steward, the Union president, the Unit Chair or any other Union member designated as a representative by the Union.
h. "Grievance" shall include all claimed violations of this collective bargaining agreement, any other signed written agreement between the Union and the City, except where that agreement specifically excludes resort to this grievance procedure, and in addition, shall include all claimed violations, misinterpretations, inequitable applications of the existing written rules, procedures, regulations, administrative orders or work rules of the City or department or agency thereof, all of which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, including matters involving employees' rates of compensation, retirement benefits, and disciplinary proceedings where the consideration of such would not be contrary to any law, rules or regulations having the force and effect of law.

Section 3 – Basic Standards and Principles

All grievances shall be presented within one hundred and eighty (180) calendar days from the date the cause of the grievance occurs. In those instances where the nature of the grievance is such that it cannot be readily known, the grievance shall be filed within one (1) year from the date the grievance occurs. Unless the grievance is filed in accordance with the time limitations of this section, it shall not be entitled to consideration under this procedure.

Every employee shall have the right to present his grievance in accordance with the procedure provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by the Union at all stages thereof.

It shall be a fundamental responsibility of persons in supervisory capacity at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority is hereby delegated to such persons with supervisory duties to take such steps as may be necessary to give effect to the provisions prescribed herein.

It shall be the responsibility of the head of the appropriate department or agency of the City to take such steps as may be necessary to give effect to the provisions prescribed herein.
Section 4 – Procedure

A two-stage grievance procedure with a right of arbitration for employees of the City is hereby established as follows:

A. First Stage

The first procedural stage should consist of a request by the aggrieved employee for a review and determination of his grievance by the head of the appropriate department concerned or his designee. In such case, the aggrieved employee or the Union shall submit to the head of the department concerned or his designee, a written statement setting forth the specific nature of the grievance and the facts relating thereto. Such statement shall be made upon a form numbered and supplied by the Human Resources Department of the City of Niagara Falls. Upon receipt of the statement of the grievance, the department head concerned or his designee shall, at the request of the employee, or Union hold a grievance meeting at which the employee and/or his Union representative shall appear and present oral and/or written statements or recommendations.

The final determination of the first stage of such grievance proceeding shall be made by the head of the department or his designee within five (5) days from the date of submission to him of said grievance, or the date of the grievance meeting, whichever is later. The decision shall be made in writing and communicated to the employee presenting the grievance and to the Union and a copy of the decision shall be submitted to the Chairman of the Labor Relations Committee. If such grievance is not satisfactorily resolved at the first stage within five (5) days from the date of submission or date of the grievance meeting, such employee or Union may proceed to the second stage.

B. Second Stage

The second procedural stage shall consist of a request by the aggrieved employee or Union for a review and determination of the grievance by the Labor Relations Committee. In such a case, the aggrieved employee or Union shall submit the request to the Labor Relations Committee within five (5) days from the date of the 1st stage determination of the appropriate department head. The department head, upon notice, shall forward all papers filed pursuant to said grievance to the Labor Relations Committee. The Labor Relations Committee shall promptly consider all grievances properly presented to it. The Labor Relations Committee, at the request of the employee
or Union will conduct a grievance meeting at which the employee and his Union representative and/or the International Staff Representative will appear. The Labor Relations Committee shall schedule the grievance meeting no later than one (1) month of the submission of the grievance to the second stage.

The Labor Relations Committee shall make its determination of the grievance and shall render their decision in writing within ten (10) days from the date of the submission to them of said grievance or within ten (10) days of the completion of the grievance meeting. The decision shall be filed with the City Administrator and a copy shall be filed in the Human Resources office, which copy shall be opened to inspection to all parties with an interest therein. Copies of the decision shall be sent to all persons directly concerned and affected by it and to the Union.

Any grievance submitted to the second stage is deemed dismissed if it is not withdrawn, resolved or sent to arbitration within one (1) year of the decision rendered by the Labor Relations Committee at the second stage, unless agreed upon otherwise by both the Union and the City.

If such grievance is not satisfactorily resolved at the second stage, the Union may proceed to arbitration.

C. Arbitration

All disputes which are not amicably settled as provided for in Sections A and B of this grievance procedure shall, upon the written demand of either of the parties hereto, be submitted to an impartial arbitrator. The arbitrator shall be selected from a panel of arbitrators supplied by P.E.R.B., F.M.C.S. or the American Arbitration Association. The party demanding arbitration shall designate the service to provide the panel. The selection of the arbitrator shall be by alternating striking of names, and the remaining person shall be the arbitrator. The order of striking shall be by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the City and Union, requesting that a time, date and place by set aside. The decision shall be binding upon both parties to this agreement and shall be a final determination of the question or questions submitted to arbitration. Both parties hereto shall divide the expenses and fees of the arbitrator selected.
Section 5 – Meetings

All meetings called or scheduled pursuant to a stated grievance shall, whenever practicable, be scheduled between the hours of 9 AM and 5 PM, Monday through Friday of any work week. Any grieving employee and Union representatives scheduled to work when a meeting is scheduled, shall continue to receive normal compensation notwithstanding his attendance at said meeting.

Section 6 – Union Attendance

The Union representatives of the employee involved in any grievance proceeding shall have the right to attend all proceedings conducted pursuant to this grievance procedure, subsequent to the first stage as contained herein in subparagraph A of Section 4.

Section 7 – Class Grievance

The Union may submit a “class” grievance, i.e., one involving a matter of general effect on the employees, provided there is at least one specific instance of action by the City resulting in an alleged grievance. The Union may submit a grievance involving an alleged violation of a right provided to the Union under the collective bargaining agreement.

Section 8 – Time Limits

The City and Union may mutually agree to bypass any Stage in this Grievance procedure or mutually agree in writing to extend any of the time limits set forth in this procedure. If the grieving employee and/or Union does not proceed to the first or second stage or arbitration within the time set forth in this procedure the grievance shall be deemed withdrawn. In the event the City does not respond to the grievance in the time limits provided in the first or second stage, the grievance shall be settled in favor of the employee and/or Union for the relief requested in the grievance.
DISCIPLINARY PROCEDURE
BETWEEN THE
CITY OF NIAGARA FALLS
AND
THE UNITED STEELWORKERS, LOCAL 9434-00
PURPOSE

This procedure is intended as a corrective measure to aid management and employees in effectively carrying out their services to the public. It may be chosen as an alternative to Section 75 of Civil Service Law, such choice closes the option to the other remedy. With the exception of Section 75 proceedings, records of disciplinary notice cannot be used in subsequent disciplinary actions, according to this procedure, if one year has elapsed from the date of said Notice of Discipline. (Section 75 hearing option available only for employees who have a permanent appointment in the competitive class of the Classified Civil Service, or are honorably discharged United States veterans having served in time of war, or are exempt volunteer firemen).

DEFINITIONS

1. “Employee” shall be defined as any permanent employee of the City of Niagara Falls, New York (“City”)

2. Interrogation shall mean the questioning of an employee who, at the time of such questioning, appears to be a likely subject for disciplinary action.

3. Representation shall mean either any authorized union representative or an attorney whose expense shall be borne by the employee.

4. Temporary reassignment shall mean a change to a new work location performing a function comparable to or similar to the job normally filled by the employee. Such transfer shall not be made for the purpose of imposing discipline.

DISCIPLINARY PROCEDURE

Section 1.00 Application

1.01 The following disciplinary procedure for incompetency or misconduct shall apply to all employees as provided herein as an alternative to, but not excluding, the choice between the procedures specified in Civil Service Law Section 75 and 76 or this negotiated procedure at the time the Notice of Discipline is answered. This procedure shall apply to persons currently subject to Section 75 and 76 of the Civil Service Law and, in addition, shall apply to those noncompetitive class employees who have completed at least one year continuous service in the non-competitive class. (Section 75 hearing option available only for employees who have a permanent appointment in the competitive class of the Classified Civil Service, or are honorably discharged United States veterans having served in time of war, or are exempt volunteer firemen).

Section 2.00 Right of Investigation

Nothing in this agreement shall prevent or limit management’s authority to investigate an incident which may result in the service of a Notice of Discipline upon an
employee. Neither shall management be limited with respect to questioning any employee
concerning events or claims which might lead to disciplinary action, after the employee has been
informed of his rights under this agreement.

Subsequent to the service of a Notice of Discipline, investigatory activities of
management involving direct questioning of the employee served shall cease.

Section 3.00  Employee's Rights

3.01  An employee shall be entitled to representation at each step of disciplinary
procedure.

3.02  An employee shall be entitled to representation during an investigation or
interrogation before any disciplinary action is taken. Reasonable time shall be afforded to obtain
such representation. If the employee requests representation and fails to obtain a representative
within a reasonable time, the interrogation may proceed.

3.03  No employee shall be requested to sign any statements concerning misconduct or
incompetence or disciplinary action unless the employee is offered the right to representation and
given a reasonable amount of time to obtain such representation.

3.04  No recording devices or stenographer shall be used during an interrogation unless
the employee requests a stenographer at the employee’s expense.

3.05  The employee shall be presumed innocent until proven guilty and the burden of
proving guilt on all matters shall be on the employer.

3.06  An employee shall not be coerced, intimidated or caused to suffer any reprisals,
either directly or indirectly, that may adversely affect his or her hours, wages, or working
conditions as the result of the exercise of his or her rights under this Article.

3.07  An employee shall not be disciplined for acts which occurred more than one year
prior to the Notice of Discipline, except those which would constitute a crime.

Section 4.00  Warning Procedure

4.01  To aid the employee in becoming aware of the criteria necessary to avoid
incompetency or misconduct and avoid disciplinary action as contained within the body of this
article, this system of warning shall be utilized.

4.02  In the event that an employee's behavior or actions are such that they could lead
to a disciplinary problem, the employee should be warned in the following manner before any
disciplinary action is taken.

4.03  In the event that an employee of the City is indicted or arrested for a criminal
offense against the City, or indicted or arrested for a criminal offense or violation while on duty,
the warning procedure is waived and a Notice of Discipline may be served immediately.
4.04 **First Warning:** The first warning shall be oral. It will be given by the appropriate supervisor and recorded on the Incident Form provided. The form shall include the name of the employee, date and time. The details of the complaint shall not be included but merely the general topic. Copies of the form shall be provided for the supervisor, the employee, and the Union President. The form shall be as follows:

**FIRST INCIDENT REPORT WARNING**

Name of Employee ______________________________

Date ______________________________

Time ______________________________

Subject __________________________________

________________________________________

Signature of Supervisor

4.05 **Second Warning:** This warning shall also be delivered orally by the appropriate supervisor. A form for the second warning shall include the name of employee, date, time and specific details of the incident. Details not listed on the first warning incident report may be provided on the second warning. The subject of the second warning need not be a reoccurrence of the incident which precipitated the first warning but may refer to an incident unrelated to the first. Copies shall be provided to the supervisor, the employee, the Union President and the Department Head. The form shall be as follows:

**SECOND INCIDENT REPORT WARNING**

Employee’s Name ______________________________

Date ______________________________

Time ______________________________

**SUMMARY OF DISCUSSION**

________________________________________

________________________________________
In the event that no improvement of the above situation is forthcoming, disciplinary action may follow.

Section 5.00 Disciplinary Procedure: In the event that the employee has not responded positively to the warning system and the appointing authority, or his designee, seeks the imposition of a written reprimand, suspension without pay, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee.

Discipline shall be imposed only for incompetency or misconduct.

5.01 The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice. The Notice of Discipline shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. If the employee is not sufficiently apprised of the acts or conduct for which discipline is being imposed, the employee or his or her representative may request the employer to provide more specific information before the time of the hearing.

5.02 The Notice of Discipline shall be as follows:

CITY OF NIAGARA FALLS, NEW YORK

NOTICE OF DISCIPLINE

Dated_________________________ Department_________________________

To_________________________ File #_________________________

In accordance with the discipline procedure agreed to by the City of Niagara Falls and the United Steelworkers Union, you are hereby informed that the City proposes disciplinary action for the following reasons:

1. Charge_________________________

Specifications: 1. __________________________
2. __________________________

2. Charge_________________________

Specifications: 1. __________________________
2. __________________________

The City wishes to impose this penalty:_________________________
The penalty proposed will take effect: ________________________________

Signed: ________________________________

Department Head or Designee

If you wish to dispute the proposed penalty, you may file a disciplinary grievance according to the provisions of the discipline procedure or indicate your choice for adjudication through Section 75 of the Civil Service Law in writing to the Labor Relations Office with copies to the appropriate department head and representative. Once the choice is made, option to the other remedy is closed. (Section 75 hearing option available only for employees who have a permanent appointment in the competitive class of the Classified Civil Service, or are honorably discharged United States veterans having served in time of war, or are exempt volunteer firemen).

This attachment is to be provided with the Notice of Discipline:

Information about disciplinary procedure for employees served with a Notice of Discipline

(PLEASE READ CAREFULLY):

1. You have the right to object to the proposed discipline by filing a grievance within fifteen (15) days of notice.

2. The grievance procedure provides for an informal departmental hearing and a hearing by an independent arbitrator as its final step.

3. You are entitled to representation by either your Union or an attorney at every step of the proceeding.

4. If a grievance is filed, no penalty can be implemented until the matter is settled or the arbitrator renders a determination.

5. The penalty proposed on the Notice of Discipline may be implemented if:

a) You fail to file a grievance within fifteen (15) calendar days of the service of the Notice of Discipline.

b) Having filed a grievance, you elect not to pursue it.

c) The penalty is upheld by the disciplinary arbitrator.

or (d) A different penalty is determined by the arbitrator to be appropriate.

or (e) The matter is settled.
5.03 One (1) copy of the Notice shall be sent to the Labor Relations Committee, two (2) copies of the Notice shall be served upon the employee. Service of the Notice of Discipline shall be made by personal service, if possible. If service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested.

5.04 The President of the appropriate Union and any personal attorney shall be served personally or by certified mail, return receipt requested, with a copy of the Notice of Discipline.

5.05 The Notice of Discipline served on an employee shall be accompanied by a written statement that:

(a) The employee has the right to object by filing a grievance within fifteen (15) days.

(b) The grievance procedure provides for a hearing by an independent arbitrator as its final step.

(c) The employee is entitled to representation by either the Union or an attorney at every step of the proceeding.

(d) If a grievance is filed, no penalty can be implemented until the matter is settled or the arbitrator renders a determination.

(e) The penalty proposed on the Notice of Discipline may be implemented if:

(1) The employee fails to file a grievance within fifteen (15) calendar days of the service of the Notice of Discipline.

(2) Having filed a grievance, the employee elects not to pursue it.

(3) The penalty is upheld by the disciplinary arbitrator.

(4) A different penalty is determined by the arbitrator to be appropriate.

(5) The matter is settled.

5.06 Grievances objecting to the proposed discipline shall be filed on the following form:

**GRIEVANCE FORM**

This Grievance is filed in accordance with the Disciplinary Procedure Section 5.00 in objection to a Notice of Discipline.

Date_________________________ Dept._________________________
File No. __________________________

Reason for objections: ____________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Check if you wish to waive departmental hearing. ___

__________________________
Signature of Employee

This form must be filed with the immediate supervisor, the appropriate department head and the Labor Relations Committee within fifteen (15) days of service of the Notice of Discipline.

5.07 The Grievance form must be filed with the immediate supervisor, the appropriate department head and the Labor Relations Committee within ten (10) days of the service of the Notice of Discipline.

5.08 If not settled or otherwise resolved, the Notice of Discipline may be the subject of a grievance before the appropriate department head and shall be filed on the form (Section 5.06) either in person or by certified or registered mail, return receipt requested by the employee.

5.09 The filing of such a grievance shall be complete on the date on which it is filed in person or the date of the mailing as indicated by the date stamped on the official postal receipt provided by the Post Office for Registered or Certified mail.

5.10 The employee shall be entitled to a meeting at the department level to present his or her position to the appropriate department head or his designee within five (5) business days of the filing of the grievance. The Labor Relations Committee shall set the time and place and inform all concerned.

5.11 The meeting shall include an informal presentation by the department head or his designee and by the employee or his representative of relevant information concerning the acts or conduct specified in the Notice of Discipline, a general review of the evidence and defenses that will be presented if the matter proceeds to arbitration and a discussion of the proposed penalty. The meeting need not involve the identification or presentation of prospective witnesses, the identification of specific description of documents or other formal disclosure of evidence by either party. The employee shall have the right to remain silent at such a meeting, except that either the Union representative or the employee’s attorney provided at his or her own expense shall present a summary of his or her answer to the allegations contained in the Notice of Discipline.
5.12 The employee has a right to have either a Union representative or an attorney provided at his or her own expense present or to decline such representation. If the employee requests representation and the Union or employee fails to provide a representative within a reasonable time, the meeting may proceed. Management shall not unreasonably delay the hearing. The disciplinary arbitrator appointed pursuant to this procedure shall have the power to find that delays may have been unreasonable.

5.13 As a result of the grievance hearing, one of the following four alternatives must be chosen by the employee (within 15 working days from the date of the hearing).

(a) Settlement by agreement to submit to the proposed penalty.

(b) Settlement by agreement to a reduction of or alternative to the proposed penalty.

(c) No response would result in application of the proposed discipline. No response can be requested or absence from the hearing will be interpreted as no response.

(d) Request for arbitration.

5.14 A summary of the meeting, including the alternative chosen will be prepared by the Labor Relations Committee and sent to all present within five (5) business days.

5.15 Unless the grievance is settled, or the employee elects not to pursue it, the Union shall request a list of arbitrators within five (5) business days.

5.16 At any time during the disciplinary procedure after a timely grievance has been filed, the employee may elect in writing to the Labor Relations Committee that he or she elects not to pursue the grievance. In such event, the proposed penalty may be implemented.

5.17 The department head, or his designee, at any time before or after the Notice of Discipline is served, may review such notice and the proposed penalty and take such action as he or she deems appropriate under the circumstances in accordance with this procedure, including determining whether a notice should be issued, amendment of the notice no later than the time of departmental hearing, withdrawal of the notice, or a reduction of the proposed penalty.

Section 6.00 Suspension or Reassignment

6.01 Upon service of the Notice of Discipline, the employee may be suspended without pay or temporarily reassigned if the City Administrator determines there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. The maximum length of any suspension shall be 20 working days. Such determination shall be reviewable by the arbitrator.

6.02 Where the employee has been suspended without pay, or temporarily reassigned, he or she may, in writing, waive the departmental level meeting at the time of filing the grievance on the grievance form. In the event of such a waiver, the employee shall file the grievance form within the prescribed limits (5.07 and 5.08 and 5.09). Such case will be referred
directly to arbitration, within five working days, by the Labor Relations Committee. The proper Union official will be notified in writing of any such suspension.

6.03 Where the appointing authority informs an employee that he or she is being temporarily reassigned pursuant to this agreement, the employee shall be notified in writing of the location of such temporary reassignment and that the employee may elect in writing to refuse such temporary reassignment and be suspended without pay. Such election must be made in writing before the commencement of the temporary assignment. An election by the employee to be placed on a suspension without pay is final and may not thereafter be withdrawn. Once the employee commences the temporary assignment, no election is permitted.

6.04 This form letter is to be used by the City Administrator to inform the employee of suspension.

CITY OF NIAGARA FALLS

TO: __________________________________________

RE: Suspension

This is to inform you that as of this date _______ after the service of your Notice of Discipline, you are hereby suspended for a period of _______ working days, without pay, in accordance with Section 6.00 of the disciplinary procedure.

Dated: ________________________________________

___________________________________________

City Administrator

Please respond indicating your preference for:

Departmental hearing _____

or

Waiver of Departmental hearing _____
(directly to arbitration)

6.05 This form letter is to be used by the City Administrator to inform employee of temporary reassignment. The signed returned response by the employee is necessary.
CITY OF NIAGARA FALLS

TO: ________________________________

RE: Temporary Reassignment

This is to inform you that as of this date _______ after the service of your Notice of Discipline, you are hereby temporarily reassigned to ________________________________

You should report to _________________ at ___________ o’clock on ____________, 20___.

Your rate of pay will be red circled or frozen. This action is taken as a precaution in that your presence on the job during this disciplinary proceeding may interfere with operations.

-----------------------------------Please respond by returning the attachment.

Sincerely,

______________________________

City Administrator

ATTACHMENT

Response to temporary reassignment letter:

I accept the reassignment for duration of the disciplinary proceeding and until a conclusion has been reached. ___

I do not accept this reassignment but rather elect to be suspended without pay. ___

This must be sent back to the City Administrator before the effective date of the temporary appointment.

6.06 Temporary reassignments under this section shall not involve a change in the employee’s rate of pay.

Section 7.00 Disciplinary Arbitration.

7.01 The party demanding arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, the American Arbitration Association or PERB.
Each party shall alternately strike names until one is left. If either party feels that the list is not acceptable, they have the right to request another list.

7.02 After selection of an arbitrator, the parties will attempt to schedule the arbitration hearing as expeditiously as possible, at a time agreed to by both parties and the arbitrator.

7.03 Disciplinary arbitrators shall render determination of guilt or innocence and the appropriateness of proposed penalties, and shall have the authority to resolve a claimed failure to follow the procedural provisions of this article. Disciplinary arbitrators shall neither add to, subtract from or modify the provisions of this agreement. The disciplinary arbitrators decision, with respect to guilt or innocence, probable cause for suspension or reassignment, and appropriate penalty shall be final and binding upon the parties.

7.04 All fees and expenses of the arbitrator, if any, shall be divided equally between City and the Union or the employee if not represented by the Union. Each party shall bear the cost of preparing and presenting its own case.
City of Niagara Falls and the United Steelworkers
Random Drug Testing Policy

A. INTRODUCTION

The City of Niagara Falls, New York (hereinafter, "City") and the United Steelworkers (hereinafter, "Union"), hereby agree to the following Random Drug Testing Policy (hereinafter, "Policy"). This Policy may not be amended or otherwise modified except by mutual agreement between the City and the Union.

B. PURPOSE AND SCOPE

The City acknowledges that all employees have a right to exercise private judgment in matters relating to their personal lives. However, preventing the use of illegal drugs or the improper use of legal drugs by City employees is considered essential to the effectiveness of the City's work force and to the safety of its members and the community. This Policy seeks to promote the health, safety and welfare of City employees and to enhance the safety of members of the general community. It also seeks to identify problems with illegal drugs or the improper use of legal drugs if they exist and to provide assistance and treatment through an Employee Assistance Program to police employees that may experience such problems.

The City further acknowledges that this Policy is being implemented only as a preventative measure and not in response to any existing problems with drug use by City employees.

All employees represented by the Union are subject to and expected to comply with this Policy.

C. DEFINITIONS

For the purpose of interpreting and administering this Policy, the following terms or phrases are defined to mean:

1. Illegal Drug: means any drug that is not legally obtainable.

2. Legal Drug: means any prescribed drug or over-the-counter drug that has been legally obtained.

3. Drug Testing: means the scientific analysis of urine for the purpose of detecting: (1) the presence of an illegal drug or (2) a legal drug not legally obtained or being used for a purpose other than that for which it was prescribed or manufactured. Drugs that will be tested for under this Policy include, but are not limited to, amphetamines, barbiturates, benzodiazepines, cocaine metabolite, opiates, marijuana, phencyclidine, methadone, methaqualone and propoxyphene.

4. Prohibited Drug Use: means a condition in which a police Employee is using an illegal drug or using a legal drug not legally obtained or being used for a purpose other than that for which it was prescribed or manufactured.
5. **Chain of Custody**: means mandated procedures to account for the integrity of each urine specimen by tracking its handling and storage from the point of collection to its final testing and disposition.

6. **Neutral Testing Process**: means that none of the personnel involved in the collection, testing of the urine sample or reporting the results have had any personal or professional contact with the Employee being tested that might give rise to even the appearance of personal bias against the Employee.

**D. POLICY STATEMENT**

No Employee is permitted to engage in any prohibited drug use as defined in this Policy.

Employees who believe that they may have a problem with prohibited drug use are encouraged to seek professional help through the Employee Assistance Program (hereinafter, "EAP") established by this Policy without waiting to be identified through the random testing program. Help voluntarily sought in this manner will be treated as strictly private and confidential.

Employees taking prescribed drugs or using over-the-counter medication that have any doubt about their ability to perform their duties should consult with their doctor and, if necessary, discuss alternative work options with their supervisor. However, under no circumstances will the legal use of legally obtained drugs be considered a violation of this Policy.

**E. AVAILABILITY OF HELP AND FINANCIAL ASSISTANCE**

There are a wide range of professional support programs available for individuals experiencing drug related problems and the City is committed to providing all reasonable rehabilitation support through these channels for police employees subject to this Policy.

Any Employee wishing to avail himself/herself of professional support should approach the EAP Coordinator.

The type of rehabilitation offered by EAP will include but not be limited to:

1. Assessment of current personal situation and future needs;
2. Referral to inpatient or outpatient center;
3. After care and relapse prevention counseling;
4. Introduction to support groups.

**AMNESTY**

The City recognizes that employees may be reluctant to admit they have a problem with prohibited drug use and seek help for such problem for fear of the possibility that adverse employment action will be taken against them. However, the City also recognizes that it is in the interests of the community, the police department and its members to take all reasonable steps to rehabilitate employees experiencing problems with prohibited drug use. Accordingly, under the terms of this Policy, no adverse employment action will be initiated by the City against any Employee who, prior to testing positive in a random drug test, voluntarily seeks assistance from the EAP for problems with prohibited drug use.
The Employee will comply with the EAP Procedure set forth in Section H below.

Employees who choose not to voluntarily seek help and who subsequently test positive for prohibited drug use when subjected to a random drug test will be subject to the following procedure.

F. EMPLOYEES WHO TEST POSITIVE FOR PROHIBITED DRUGS

In the event of a positive test result, the testing facility will send a Confidential Report to the City's Director of Human Resources or his designee and the President of the Union containing the following information:

1. Documentation that the testing facility is certified and/or licensed by the SAMHSA and NYSDOH or otherwise as required by applicable law.
2. Documentation that all personnel involved in the collection, testing of the urine sample and/or reporting of the results are properly licensed and certified as required by this Policy and applicable law.
3. Documentation verifying proper chain of custody and testing procedures as defined herein and as required by applicable law.
4. Documentation showing the testing conducted and the results thereof.
5. Any other information required by applicable law to be included in a drug testing litigation report.

An Employee whose drug test is reported positive will be offered the opportunity to:

1. Obtain and independently test, at the employee’s expense, the remaining portion of the urine specimen that yielded the positive result, and
2. Obtain the written test result and submit it to an independent medical review at the employee’s expense.

The Employee may use the City’s medical benefits, to the extent that coverage may apply, for meeting the costs of (1) and (2).

If the Employee questions the results of the test, upon receipt of the lab report and the results of any independent test conducted, the affected Employee, the President of the Union and the City's Director of Human Resources or his designee will meet to review the matter. The purpose of the meeting will be to determine whether there was a valid positive test or whether the positive finding could have resulted from some cause other than prohibited drug use.

G. PROCEDURE:

Following a positive drug/alcohol test, the employee will receive a “Letter of Understanding” which will contain the following information:

1. That the employee is immediately placed on a medical or FMLA (if eligible) leave of absence and will remain on leave until released by the appropriate rehabilitation program(s) to return to work. During the period of the leave of absence, the employee will be able to use accumulated time in the following order: Personal, Sick, and Vacation.
When accumulated time is exhausted, the employee will not receive further payment from the City until the employee returns to work and all benefits will be administered in accordance with current leave policy.

2. Within 48 hours of notification of the positive test result, the employee must contact the Employee Assistance Program for the purpose of enrollment in a recognized drug rehabilitation program.

3. The employee must comply with all Employee Assistance Program and/or Department of Transportation requirements including, but not limited to, mandatory referral to a Substance Abuse Professional (SAP) when the employee in question carries a commercial Driver’s License (CDL).
   a. The employee will sign any and all releases required by the rehabilitation programs. The employee will also sign any and all releases necessary so that the City of Niagara Falls may monitor treatment progress.
   b. The employee must regularly attend and meaningfully participate in all scheduled EAP/SAP appointments.
   c. The employee must provide weekly documentation of attendance at the appropriate rehabilitation programs. (It may be necessary for the employee to sign and submit an attendance form from the proper rehab program).

4. The employee is responsible for any and all out of pocket costs associated with rehabilitation not covered by the employee’s health insurance through the City of Niagara Falls.

5. The employee, while on a medical leave of absence, is not authorized on any City worksite.

6. The employee is not authorized to return to work until he or she is released by the appropriate rehabilitation program. If the employee is authorized to return to work by the rehabilitation program, but not approved to return to his safety sensitive position, then:
   a. The employee will return to work in a position commensurate with the employee’s restrictions (a non-safety sensitive classification), should a vacancy exist. The employee will understand and accept any downward classification that may be necessary to meet these restrictions.
   b. The employee is not permitted to work overtime unless authorized by the City Administrator or his designee.
   c. The employee will not return to a safety sensitive position until released by the Rehabilitation Program/Substance Abuse Professional.

7. Upon return from leave, the employee will remain in regular attendance at work. Any appointment relative to rehabilitation should be scheduled after work hours, as practicable. Any appointment that is scheduled during regular work must be pre-approved by the Department Head/Division Manager and the employee will be required to use their own accumulated time for such appointments.

8. The employee is subject to random drug testing by the City of Niagara Falls, in addition to Department of Transportation mandated testing, for a period of one year following the employee’s return to work. Any positive test within that one year period or any failure to
comply with any of the terms of the Letter of Understanding will result in the employee's automatic termination, without the benefit of appeal.

9. If employee is charged with a crime as a result of or associated with the use of alcohol or drugs while on duty, notwithstanding the terms of this agreement, the City may, according to the disciplinary procedure, bring formal disciplinary charges against said employee immediately.

H. A POSITIVE DRUG TEST RESULT

The determination that an Employee is engaging in prohibited drug use can be established only by a competent professional opinion based upon a scientifically valid test (including both an appropriate screening and confirmation test) conducted by a SAMHSA and NYSDOH certified laboratory with properly licensed and certified personnel. The positive drug test result must meet the requirements of a "Neutral Testing Process" as that phrase is defined herein. If either the laboratory and/or personnel are not properly certified or the test does not meet the requirements for a neutral testing process as defined herein, the test results are invalid, may not be used in any way by the City and must be deleted from the employee's record.

Where a test result is positive, the testing process must include an evaluation by testing facility personnel as to whether that positive result may be explained by any factors or circumstances other than prohibited drug use as defined in this Policy. Where a test is positive but it is ultimately determined that the Employee was not engaging in prohibited drug use as defined in this Policy, the result will be recorded as negative test for the purpose of administering this Policy.

I. RANDOM DRUG TESTING

This Random Drug Testing Policy requires any Employee who is on duty and who is selected for testing in accordance with the provisions of this Policy to provide a sample of their urine for the purpose of testing for the presence of prohibited drugs.

Random drug testing may be conducted on a 24 hour, seven day a week basis. However, employees will only be asked to submit to a test while on duty. Employees to be tested will be randomly chosen using a computer program to generate a random list of employee numbers. Employees will be identified by employee number only and not by name. Collection will take place at a location chosen by the City. The City may conduct up to four (4) tests per year and may test up to 20% of bargaining unit members during each test.

The Union President or his designee will be notified of the demand for a random drug test at the same time that the affected Employee is notified.

The City is responsible for all the costs associated with such testing and the Employee will be paid his/her normal pay and benefits for any time spent conducting the test or traveling to or from the site of the test.
J. REFUSAL

A refusal to submit to random testing when ordered shall be considered a positive test and will lead to disciplinary action by the City up to and including termination of employment. In addition to an outright refusal, other behaviors that may be considered a refusal include:

1. Leaving the test site without completing the test;
2. Attempting to adulterate the specimen or collection procedure, and
3. Not reporting to the collection site in the time allotted unless the Employee was unable to report in the time allotted due to circumstances beyond his or her control.

K. CONFIDENTIALITY GUARANTEE

All information concerning the implementation and/or administration of this Policy will be protected by the City as confidential unless authorized in writing by the affected Employee or as may otherwise be required by law. Confidentiality will be maintained by limiting access of the test results to the program administrator and the medical review Employee via secure Internet connection. The City is responsible to maintain the confidentiality of all drug testing results whether stored in a conventional format on paper or in electronic format.

All referrals to EAP will be treated in strict accordance with the confidentiality provisions of this Policy and applicable law. EAP Counselors will not disclose information about employees without their express consent, except in cases where disclosure is required by law. In such cases, the only information provided will relate to compliance issues. Specific details relating to personal counseling, advice and treatment will not be disclosed.

L. TRAINING

Upon the implementation of this Policy, the City will provide training to all employees subject to this policy concerning the implementation and administration of this policy.
AGREEMENT

The City of Niagara Falls and United Steelworkers, Local 9434, and its units 9434-00, 9434-01 and 9434-02, agree:

1. The City and the Union agree that Grievance No. 6401 will be held in abeyance pending the resolution of litigation between the City and Niagara Falls Water Board over the responsibility to pay for health insurance for those retirees.

2. In the event that the Niagara Falls Water Board is financially unable to provide health insurance benefits or illegally diminishes the health insurance coverage in a significant manner, and/or diminishes the same without the agreement of the Union, after the Union has exhausted all administrative and legal remedies available, the City will provide health insurance, at a manner comparable to City employees at that time, for the lifetime of employees of the Niagara Falls Water Board who were employed by the City of Niagara Falls and transferred to the Niagara Falls Water Board in 2003 when it was created, and:
   i) Have retired as of the date of this Agreement; or
   ii) Retire from the Niagara Falls Water Board at a time when City of Niagara Falls employees who retire are provided retiree health insurance for life.

3. Employees of the City of Niagara Falls who were transferred to the Niagara Falls Water Board will have bidding rights that they enjoyed prior to their transfer to the Niagara Falls Water Board to the City of Niagara Falls jobs. For purposes of this provision, the
employees will be considered to have no Department or Division and will be awarded a bid when the bidding is considered on a city-wide basis.

4. Employees who were employed by the City of Niagara Falls at the time of the creation of the Niagara Falls Water Board and the transfer to the Water Board who are laid off by the Niagara Falls Water Board will have bumping rights to the City of Niagara Falls jobs as if they were being laid off by the City.

5. Upon execution of this Agreement, the Steelworkers will poll the Niagara Falls Water Board employees represented by USW Local 9434-02 who are protected by the 1999 Settlement Agreement (commonly referred to as the "15 Year No Layoff Agreement") as to their interest in returning immediately to employment with the City. Upon polling the employees the Steelworkers will notify the City of the employees who have stated that they want to immediately return. The City and Steelworkers will meet and discuss whether there are jobs (and if so identify the job(s)) that are available. Any such jobs will be offered by seniority to the empties who wish to return. Employees will be able to decline any jobs at a lower pay grade. If there are not sufficient jobs for these employees who wish to return the employees will be placed by seniority order on a preferential return list. The list shall remain in effect until the expiration of the "no-layoff" provision on December 31, 2014. As an existing job within the 9434-02 bargaining unit opens or a new job or position is created the employees on the preferential return list will have an opportunity, by seniority, to fill that job before it is posted. Once a position is identified as open, the employee from the preferential list with the highest seniority shall have the
opportunity to bid on the same. Should the employee decline the open position will result in the position being offered to the employee with the next highest seniority. Failure to accept an open position will result in a permanent waiver of the employee’s right to return to City employment pursuant to this section of this agreement.

6) The Steelworkers agree that it will not process any grievance that claims that awarding a job pursuant to this Agreement either by job bid (paragraph 3 above), as a result of a layoff (paragraph 4 above) or as a result of the operation of paragraph 5 above violates the seniority rights of a City employee or the seniority provisions of the Collective Bargaining Agreement between the City and the Steelworkers unless in the case of paragraph 3 or 4 the complaining employee has more seniority then the Water Board employee.

Dated: March 29, 2007

City of Niagara Falls

United Steelworkers Local 9434

United Steelworkers, AFLCIO, CLC

United Steelworker Local 9434-00

United Steelworkers Local 9434-01

United Steelworkers Local 9434-82
MEMORANDUM OF AGREEMENT BETWEEN THE
CITY OF NIAGARA FALLS AND UNITED STEELWORKERS OF
AMERICA 9434-00

1. **Term**: January 1, 2001 - December 31, 2004

2. **Wages**: 2001-0% 2002-0% 2003-3% 2004-3%

3. **Section 9.4 Personal Leave** - this section shall be amended to state that all members of the bargaining unit will be eligible to take four (4) days annual personal leave and that personal leave days may be accumulated up to a maximum of six (6) days in any one year. This shall become effective January 1, 2002.

4. **Section 9.7.1 Bereavement Leave** - this section shall be amended to include the following individuals: step-mother, step-father, step-son, step-daughter, and any relative living within the household. This shall become effective January 1, 2002.

5. **Section 9.7.3 Bereavement Leave** - this section shall be amended to include the following individuals: uncle, aunt, niece, nephew and first cousin. This shall become effective on January 1, 2002.

6. **Step 4.0**, in all grades currently contained in the units' wage schedule, shall be increased by 2% effective January 1, 2003.

7. Longevity increments contained in steps 4.1, 4.2, 4.3, 4.4 and 4.5 in all grades of the wage schedule shall be increased by 3% effective January 1, 2003 and 2% effective January 1, 2004.

8. Effective January 1, 2002, **Section 9.2.11** of the collective bargaining agreement (vacation cash conversion) shall be deleted.

9. Effective January 1, 2002, **Section 9.2.10** (vacation accumulation) shall be deleted from the collective bargaining agreement.

10. Effective January 1, 2002, **Section 9.2.8** (vacation) shall be amended to indicate that an employee hired after September 1, 1979 shall be limited to earning no more than five (5) weeks vacation in any year of employment.

11. Starting salaries (Step 1.0 of all grades contained in the wage schedule) for all employees hired after the effective date of this agreement shall be reduced by 12%

12. Second year salaries (Step 2.0 of all grades contained in the wage schedule) for all employees hired after the effective date of this agreement shall be reduced by 6%
13. Section 10.2 Hospitalization-Retirees - this section shall be amended and shall state: "All employees covered by the terms of this agreement and who retire subsequent to January 1, 1979 and have reached the age of fifty (50)\ldots" This section will become effective January 1, 2002.

IRENE J. ELIA, Ph.D.
Mayor

ALBERT T. JOSEPH
City Administrator

PHILIP BUFFONE, PRESIDENT
USWA local 9434-00

DANIEL DUNLOP
Staff Representative
United Steelworkers of America
JANUARY 1, 1996 - DECEMBER 31, 2000

CONTRACTUAL AGREEMENT

BETWEEN

THE CITY OF NIAGARA FALLS, NEW YORK

-AND-

UNITED STEELWORKERS OF AMERICA
ON BEHALF OF
LOCAL NO. 9434-0 (15071)
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THIS AGREEMENT made this 1st day of January, 1996, by and between the Niagara Falls Public Library along with the CITY OF NIAGARA FALLS, NEW YORK, (hereinafter referred to as the "CITY") and UNITED STEELWORKERS OF AMERICA, on behalf of LOCAL 9434-0 (15071) (hereinafter referred to as the "UNION").

WITNESSETH:

WHEREAS, the Union has been designated and selected by a majority of the employees in the unit hereafter described as their sole and exclusive representative for the purpose of collective bargaining in regards to hours of work, wages and working conditions and the settlement of grievances, and

WHEREAS, the unit has been defined as follows: All employees of the City of Niagara Falls, New York employed in the competitive class of the classified Civil Service including all handicapped persons covered under Section 55b as the same is provided for in the Civil Service Law of the State of New York paid on annual basis specifically, excluding however, all department Heads, all Deputy Department Heads, all uniformed Firefighters, Fire Communications Supervisor, all Fire Alarm Operators, all Uniformed Police Officers, all Police Dispatchers, all Communications Technicians, all Police Matrons and Auxiliary Policewomen, all persons employed as Filter and Pumping Plant Operators and Control Maintenance Mechanics and Assistant Filter Pumping Plant Operators, and Sewage Plant Operators, and Assistant Sewage Plant Operators, Personnel Technician, Supervisor of Accounts, Instrument Technician.

WHEREAS, it is the desire of both parties to this Agreement to negotiate collectively with regards to hours of work, wages and working conditions in order to avert disputes and secure harmonious cooperation within the limits of the New York State Public Employees' Fair Employment Act (hereinafter referred to as the "Act").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1.0 - UNIT

Section 1.1 - Definition

This Agreement shall apply to all employees of the City of Niagara Falls, New York, employed in a position in the competitive class of the Classified Civil Service including all handicapped persons covered under Section 55b as the same is provided for in the Civil Service Law of the State of New York paid on annual
basis specifically excluding however, all Department Heads, all Deputy Department Heads, all Uniformed Firefighters, all Fire Alarm Operators, Fire Communications Supervisor, all Uniformed Police Officers, all Police Dispatchers, all Communications Technicians, all Police Matrons and Auxiliary Policewomen, all persons employed as Filter and Pumping Plant Operators and Control Maintenance Mechanics and Assistant Filter and Pumping Plant Operators and Control Maintenance Mechanics and Assistant Filter and Pumping Plant Operators, and Sewage Plant Operators, and Assistant Sewage Plant Operators, Supervisor of Accounts, Personnel Technician, and Instrument Technician.

Section 1.2 - Schedule M

Schedule "B" - COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF NIAGARA FALLS AND UNITED STEELWORKERS OF AMERICA LOCALS 9434-0 & 14551 (Utilities Agreement), is attached hereto and incorporated herein in the same manner as though specifically herein set forth.

ARTICLE 2.0 - RECOGNITION

Section 2.1 - Exclusive Representation

The Union having heretofore been designated and selected by a majority of the employees of the "City" in the unit, as described herein, as their sole and exclusive representative for the purpose of collective bargaining in regards to hours of work, wages and working conditions and the settlement of grievances is hereby recognized as the sole and exclusive representative for the employees of the unit as defined herein for the purpose of collective bargaining in regards to hours of work, wages and working conditions with the "City" with regard to and in respect to the administration of grievances arising under this Agreement within the limitations as provided by the New York State Public Employees' Fair Employment Act.

ARTICLE 3.0 - MANAGEMENT RIGHTS

Section 3.1 - Enumeration

The City and the Union hereby recognize and mutually agree that the management of the City, the control of its properties, the maintenance of order and the efficiency, the direction of its employees, including the making and enforcing of reasonable work rules to assure orderly and efficient City operations, are solely the responsibility and rights of the employer, the City of Niagara Falls, New York. Accordingly, except as specifically abridged, delegated
or modified by this Agreement or any subsequent agreements that may hereafter be
made, all the rights, powers or authority of the City granted to it by virtue of
State Law or City Charter, Ordinances and Laws are retained by the City and
remain exclusively within the rights of the City. In the event that any law shall
be in conflict with any provision of this Contract, such law shall supersede the
effective provisions of the agreement.

Nothing herein contained shall be construed as a waiver on the part of the
employee through its union to settle any matters of dispute on these subjects in
accordance with the terms of the Grievance Procedure herein contained.

**Section 3.2 - Evaluation**

The City will maintain an employee evaluation program annually; terms as
per Agreement reached at meeting with PERB.

**ARTICLE 4.0 - UNION RIGHTS**

**Section 4.1 - Representation**

The City agrees that the union shall be allowed the sole and exclusive
right to represent said employees covered by the terms of this Agreement in
collective bargaining in regards to hours of work, wages and working conditions
and in the settlement of grievances.

**Section 4.2 - Dues Deduction**

The City agrees that upon presentation of dues deduction authorization
cards signed by the individual employees to which this Agreement is applicable,
it will make weekly deductions from the wages of such employees in the amounts so
designated on the authorization cards as membership dues deduction and shall
remit such deduction to the Union. The authorization cards shall remain valid
until cancellation thereof by the individual employee.

**Section 4.3 - Unchallenged Representation**

The City agrees that the Union shall be accorded the right of unchallenged
representation status until seven months prior to the expiration of the
Agreement, said expiration date being December 31, 2000.

**Section 4.4 - Union Security**

The City recognizes the right of any of its employees to become a member
of a labor organization of his own choosing, or to refrain from doing so. It is,
therefore, mutually agreed by and between the parties hereto that any person who
is a member of the Union in good standing, on the date on which this Agreement is
signed, and any employee who subsequently joins the Union shall remain a member in good standing for the duration of this contract provided, however, that the employee's failure to remain a member in good standing shall not be interpreted as a condition of employment. As used in this clause, the phrase - "member in good standing" shall mean any member who signs a dues deduction authorization card, which is filed with the City Controller.

Section 4.5 - Union Stewards

It is understood and agreed that the City Administrator be furnished the names of the Union Stewards and the number of such stewards shall be eleven (11). The Stewards may be allowed a maximum of three (3) hours per week during their normal working hours to perform their duties as Union Stewards. The Union Stewards shall receive permission from their Division Supervisor for the necessary time off to perform their duties. In the event that additional time is required, it may be authorized by the Head of the Department at his discretion.

Section 4.6 - Union President

Guidelines for Union President Time: The current language will remain in force until there is a change in Union President who is not an employee of the Library. When and if the Union President is not employed at the Library, the following guidelines will be followed: The Union President will be afforded a reasonable amount of time to conduct union business. They must first coordinate with the Department Head, City Administrator, or their designee, prior to leaving their respective work area. Union Presidents will make every effort to establish such procedure which would minimize interruptions of their assigned City responsibilities. This may include, but not be limited to, specific call in hours, emphasizing after hour meetings, and limiting attendance at "events" during work hours. The President of the Union or his/her representative shall be accorded time off which is reasonably required to conduct proper business. The City will attempt to provide office space for the Union at City Hall if and when such space becomes available. It is further agreed that effective January 1, 1977, the City will grant the Union President or his/her designee time off with pay to attend one (1) United Steelworkers of America conference or convention annually, whether national, state or regional, not to exceed the actual duration of such convention and necessary travel time.
Section 4.7 - Personnel Action Sheets

Effective January 1, 1977, the City will furnish the Union a copy of the Personnel Action Sheet effecting a bargaining unit member as soon as the action is finalized.

Section 4.8 - Agency Shop

Agency Shop is observed in accordance with the Memorandum of Agreement dated December 31, 1977 and included herein as Schedule "E".

Section 4.9 - Discrimination

Both the employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, ancestry, sex, marital status, age, religion, national origin, non-job related handicap or disability.

Section 4.10 - Equal Opportunity

The employer and the Union realize that they have a responsibility to promote and provide equal opportunities for employment, and as such, it shall be the positive and continuing policy of the Employer and the Union to assure an equal opportunity in employment regardless of race, creed, color, ancestry, sex, marital status, age, religion, national origin, non-job related handicap or disability.

Section 4.11 - City-Wide Seniority

City-wide seniority shall be established by classification, rather than department.

Section 4.12 - Credit Union

Credit Union payroll deduction (Hooker/Buffalo Firefighter's Credit Union).

ARTICLE 5.0 - WORK WEEK AND WORK DAY

Section 5.1 - For Office Clerical and Administrative

The work week for office, clerical and administrative/ supervisory employees shall consist of five (5) days, Monday through Friday, except as otherwise provided in this article.

The work day for office, clerical and administrative/ supervisory employees covered by this agreement shall consist of seven (7) hours per day plus one hour for lunch. These seven hours shall be in accordance with flexitime alternatives specified as items a - e.

Administrative offices may be open from 7:00 a.m. to 6:00 p.m. to facilitate these alternatives:
a. Employees may work from 7:00 a.m. to 3:00 p.m., with one hour for lunch (normally 12:00 to 1:00).
b. Employees may work from 8:00 a.m. to 4:00 p.m. with one hour for lunch (normally 12:00 to 1:00).
c. Employees may work from 9:00 a.m. to 5:00 p.m., with one hour for lunch (normally 12:00 to 1:00).
d. Employees may work from 10:00 a.m. to 6:00 p.m., with one hour for lunch (normally 12:00 to 1:00).
e. The department head shall make the final determination for each schedule with concurrence of the employees involved based on the efficient operation of the department. Schedule plans must be submitted to the City Administrator for final approval.

Section 5.2 - For Operational

The work day for operational and operational/supervisory employees covered by the terms of this Agreement shall consist of eight (8) hours per day. The work week for operational and operational/supervisory employees shall consist of five (5) days, Monday through Friday, except as otherwise provided in this article. Schedule "B" attached, contains classifications of office, clerical and administrative/supervisory employees and Schedule "C" attached, contains classifications of operational and operational/supervisory employees.

Section 5.3 - Other Than Monday Through Friday

The City has established schedules of the work week other than the five (5) days Monday through Friday schedule which schedules shall affect the following departments: Department of Public Works, Department of Water Facilities, Department of Waste Water Facilities, Department of Parks, Department of Convention Center, and Division of Recreation.

Subsection 5.3.1 - Schedule "G"

The Laboratory shift schedule/Utilities is attached hereto as Schedule "G" and incorporated herein in the same manner as though specifically therein set forth.

Subsection 5.3.2 - Schedule "I"

LIBRARY AGREEMENTS - ARE ATTACHED HERETO AS SCHEDULE "I" and incorporated herein in the same manner as though specifically herein set forth.

Subsection 5.3.3 - Schedule "M"

The work schedule policy for Waste Water Treatment Plant Maintenance is attached hereto as Schedule "M" and incorporated herein in the same manner as though specifically herein set forth.

ARTICLE 6.0 - SALARIES

Section 6.1 - Base Pay
The salary for straight time work to be paid to each employee covered by this Agreement during the period hereof, according to his particular classification, shall be that salary set forth in the pay plan for the City of Niagara Falls, New York for the years of this agreement, which pay plans for the year 1998 are attached hereto as "ATTACHMENT 5, and incorporated herein in the same manner as though specifically herein set forth.

Subsection 6.1.1 - Wages

Effective January 1, 1998 wages will be increased one and one-half percent (1.5%). Effective January 1, 1999 will be increased three percent (3%). Effective January 1, 2000, wages will be increased four percent (4%). These amounts shall be specified in the Pay Plan for the City of Niagara Falls, New York and incorporated into "ATTACHMENT 5" for 1998 and "ATTACHMENT 5" for 1999.

Subsection 6.1.1 (a)

A $500.00 payment to all current bargaining unit employees for the closure of contract years 1996 and 1997 when bi-weekly direct deposit begins. This payment will be added to the 1997 base salary effective January 1, 1998.

Section 6.2 - Increments

Each employee covered by the terms of this Agreement shall be accorded the normal and longevity increments as provided for in the Pay Plan of the City of Niagara Falls upon his/her completion of requirements necessary to receive said increment.

Section 6.3 - Overtime

Those employees covered by the terms of this Agreement shall be entitled to compensatory time and/or premium pay for work performed in excess of their regular scheduled work day and work week. OVERTIME HOURS SHALL BE MANAGED UNDER THE FOLLOWING CONDITIONS:

Subsection 6.3.1

Within each department a list of each job classification shall be kept to ensure equal distribution of overtime hours worked.

Subsection 6.3.2

The employee who earns the time, must choose between compensatory time off or payment, within 3 days, using the following form:

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Department</td>
<td>Deadline for Choice</td>
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</table>
Subsection 6.3.3

Should the selection be compensatory time off, it must be taken within the calendar year earned, or within 30 days commencing the first day of the succeeding year earned. If not taken within these time limits, it will be forfeited.

Subsection 6.3.4

Should the selection be payment, it shall be paid within thirty days from the time the choice is made at the rate it was earned.

Subsection 6.3.5

Clerical Schedule - 7 hours per day - 35 hours per week

For work performed in excess of seven (7) hours per day, but not more than eight (8) hours per day, and in excess of thirty-five (35) hours per week, but not more than forty (40) hours per week, either compensatory time, or pay, shall be given at the employee's option on straight-time basis according to the above Section 6.3. For work performed in excess of eight (8) hours per day and in excess of forty (40) hours per week, premium pay or compensatory time off given at the rate of one and one-half time the regular rate.

Operational Schedule - 8 hours per day - 40 hours per week

For work performed in excess of eight (8) hours per day and in excess of forty (40) hours per week, premium pay or compensatory time shall be given at the rate of one and one-half time the regular hourly rate in accordance with procedure as stated in Section 6.3.

Regular Work Schedule

In those departments where work is performed pursuant to regular schedule other than seven (7) or eight (8) hours per day and five (5) days per week, all work performed in excess of the regular work schedule shall be paid at the rate of one and one-half times the regular hourly rate, in accordance with procedure as stated in Section 6.3. Compensatory time shall also be given at time and one half.
Subsection 6.3.6

Unless the City indicates that the granting of compensatory time will result in an additional cost to it, a request by an employee for compensatory time off for holiday hours worked shall be granted by the City. In the event that the said compensatory time request is denied, the employee shall receive payment in cash at the prevailing rates stated in Section 9.1.2 of this Agreement.

Section 6.4 - Shift Differential

All employees covered by this Agreement and assigned to shift work shall be paid shift differential as follows-.  

Subsection 6.4.1

"A" Shift - Normal Day Shift - None.

Subsection 6.4.2

"B" Shift - Starting Time - After 12 o'clock noon - Per hour, a premium of twenty-five cents ($.25) (annually at five hundred, twenty dollars ($520).

Subsection 6.4.3

"C" Shift - Starting Time - After 12 o'clock midnight - but before normal shift - a premium of twenty-five cents ($.25) per hour. (annually at five hundred, twenty dollars ($520).

Section 6.5 - Call-In-Time

All employees covered by this Agreement shall be paid one (1) hour at regular time when called into work on other than his normal shift, which time shall be known as "call-in-time". Call-in-time shall be paid in addition to actual hours worked, but it shall not be computed in the total hours worked for purposes of overtime.

In addition, all employees called in to work shall be guaranteed two (2) hours of work at time and one-half the regular hourly rate.

Section 6.6 - Acting Pay

All employees covered by this Agreement who are assigned by the Department Head or his designee to work in a higher grade position will be paid as follows-.  

Subsection 6.6.1

Work performed in the higher-grade position during first seven (7) consecutive days to be paid at the employees regular position rate.
Subsection 6.6.2

Work performed in the higher-grade position after the seven (7) consecutive days will be paid at the higher rate on the basis as though the employee had been promoted to this higher position. The higher rate would be paid retroactive to the first day of assignment to the acting position and continue until the termination of the acting assignment. An employee will have the right to refuse to work in an acting capacity unless he shall receive authorization to do so from the Department Head or his designee, in writing.

Subsection 6.6.3

All employees called for appearance in court by the City on City business, shall be paid $17.50 for each day if called when off duty and on their own time.

Subsection 6.6.4

Administrative Directives governing lunch policy is made a part of this Agreement and attached hereto as Schedule "F" and made a part hereof.

Subsection 6.6.5 - Work Relief Opportunity

Every effort will be made to schedule a morning and afternoon work relief opportunity provided it is not disruptive to the normal operation of the City. The relief may consist of temporary re-assignment of work or tasks.

ARTICLE 7.0 - RETIREMENT PLAN

Section 7.1 - New York State Employees Retirement Plan

The City agrees to continue the retirement plan which is presently in existence, and effect for all members covered by the terms of this Agreement who are now, or shall become in the future, members of the New York State Employees' Retirement System, so far as may be in compliance with a plan of the New York State Employees' Retirement System.

ARTICLE 8.0 - GRIEVANCE PROCEDURE

Section 8.1 - Settlement of Disputes

Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist hereunder shall be the subject of a grievance and shall be processed in accordance with the Grievance Procedure for Civil Service Employees adopted by the City Council on the first day of August, 1966, which Grievance Procedure is attached hereto and made a part hereof as though specifically set forth herein.
ARTICLE 9.0 – TIME OFF WITH PAY

Attached hereto for reference is the City's leave of absence policy labeled Attachment 1.

Section 9.1 - Holidays

All employees covered by the terms of this Agreement shall be entitled to twelve (12) paid holidays with pay as follows: New Year's Day, Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and employee's birthday.

Subsection 9.1.1

Employees are entitled to take off the actual day which corresponds with his/her birth date or shall take off an alternative day within one week of his/her actual birth date at the convenience of the employer.

Subsection 9.1.2 - Holiday Pay Eligibility

Effective 1997, an employee who is absent from work the last scheduled work day before one of the numerated holiday(s) and/or the scheduled work day after a holiday(s), will not be eligible for holiday pay unless the absence was due to a death of a member of the employee's immediate family as defined in the Bereavement Section, Vacation, Personal Day, Jury Duty Sections of the Collective Bargaining Agreement.

1. If the employee elects to work a scheduled holiday and fails to report for work, he/she will not be paid holiday pay.

2. Not excusable absences are sick days, worker's compensation or other time off which is not one of the enumerated exceptions listed above.

The Department Head may consider extenuating circumstances and excuse an absence on one of the scheduled work days.

Subsection 9.1.3

Employees required to work on a paid holiday shall receive time and one half pay for all hours worked in addition to their regular holiday pay.

Section 9.2 - Vacations

All employees covered by the terms of this Agreement shall be entitled to annual vacation with pay in addition to the holidays mentioned in Section 1 above as follows:
Subsection 9.2.1

During the first calendar year of service - no vacation with pay.

Subsection 9.2.2

After the first calendar year of service - 5/6ths of one working day for each month of service in the previous calendar year.

Subsection 9.2.3

After the second calendar year of service - two (2) work weeks based on the previous year's service.

Subsection 9.2.4

After five (5) years or completion of two hundred sixty (260) weeks of service - three (3) work weeks based on the previous year's service.

Subsection 9.2.5

After ten (10) years or completion of five hundred twenty (520) weeks of service - four (4) work weeks based on previous year's service.

Subsection 9.2.6

After fifteen (15) years or completion of seven hundred eighty (780) weeks of service - five (5) work weeks based on previous year's service.

Subsection 9.2.7

After twenty-five (25) years of service or completion of thirteen hundred (1300) weeks of service - six (6) weeks based on previous year's service.

Subsection 9.2.8

Employees hired after September 1, 1979 shall be limited to earning no more than four (4) weeks of vacation in any year of employment.

Subsection 9.2.9

Unused vacation may be accumulated up to a maximum of twelve (12) weeks including current year vacation with the provision that a minimum of thirty (30) days advance notice be given of the intent to use such vacation.

Subsection 9.2.10

Employees hired after September 1, 1979 may accumulate unused vacation up to a maximum of eight (8) weeks.

Subsection 9.2.11

Effective 1997, employees may convert accrued vacation leave into a cash payment at each individual employee's per diem rate in effect at the time of the
conversion. Employees who request vacation cash conversion must do so during the

The maximum number of vacation weeks which may be converted into cash is
two (2) weeks provided the employee uses the same number of vacation weeks for
which they are requesting conversion.

Vacation Cash Conversion will be payable during the month of July.

If an employee converts vacation time into cash and does not take the equal
number of week(s) off, they will not be able to carryover those weeks into the
next year.

Subsection 9.2.12

Retirees may convert their full complement of unused vacation to cash at
the time of retirement. The rate of conversion shall be the per them rate in
effect at the time of the time of retirement.

Section 9.3 - Sick Leave

All employees covered by the terms of this Agreement shall be entitled to
pay for absence from work because of personal illness as follows:

Subsection 9.3.1

One (1) day sick leave credit per month of employment with the right to
accumulate a maximum of one hundred eighty (180) days. During the term of the
Agreement, the Union may elect to have a Sick Bank Program.

Subsection 9.3.2

Whenever an employee is absent because of personal illness, the number of
days of absence with pay shall be charged against his sick leave credit.

Subsection 9.3.3 - Verification

An employee covered by the terms of this Agreement who is entitled to sick
leave in accordance with the above Subsections (9.3.1 and 9.3.2), shall be paid
while absent from work due to personal illness/injury. If such illness continues
beyond three (3) working days, the City may, in its discretion, direct the
employee to verify their illness/injury with a statement from the attending
physician.

An employee covered by the terms of this Agreement, who is entitled to sick
leave in accordance with the above sub-sections, shall be entitled to be absent
from work due to personal illness/injury with a statement from the attending physician. An employee off work due to illness/injury for 20 consecutive work days or more, may be required to undergo an examination by a City-designated physician(s) for determining the necessity for continuation of sick leave. Such examination will be limited to the particular ailment or injury for which the employee is claiming sick leave.

In the event of a difference in opinion between the employee's physicians and the City's designated physicians, the matter may be referred to a third physician mutually agreed to by both parties. The opinion of this independent physician shall be binding.

Subsection 9.3.4 - Use of Sick Days Before/After Holiday

Effective 1997, an employee who is absent from work the last scheduled work day before one of the numerated holiday(s) and/or the scheduled work day after a holiday(s), will not be eligible for holiday pay unless the absence was due to a death of a member of the employee's immediate family as defined in the Bereavement Section, Vacation, Personal Day, Jury Duty Sections of the Collective Bargaining Agreement.

1. If the employee elects to work a scheduled holiday and fails to report for work, he/she will not be paid holiday pay.
2. Not excusable absences are sick days, worker's compensation or other time off which is not one of the enumerated exceptions listed above.

The Department Head may consider extenuating circumstances and excuse an absence on one of the scheduled work days.

- Observed/Actual holiday reference will apply to Schedule "G" WWTP & Schedule "L" WTP only.

Subsection 9.3.5 - Unused Accumulated Sick Leave

Effective 6/30/97, the current 20% buy back of unused sick time at termination of employment will be changed to the following:

In an effort to encourage and reduce the use of sick time, the following schedule will be utilized:

<table>
<thead>
<tr>
<th>Days</th>
<th>Buy Back</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 99</td>
<td>20%</td>
</tr>
<tr>
<td>100 - 199</td>
<td>40%</td>
</tr>
<tr>
<td>200 &amp; over</td>
<td>60%</td>
</tr>
</tbody>
</table>
Section 9.4 - Personal Leave

Effective January 1, 1976, all members of the bargaining unit will be eligible to take three (3) days annual personal leave. The employee will be eligible for such days on January 1, of each year. Personal leave days may be accumulated up to a maximum of five (5) days in any one year plus a maximum of two unused personal days carried from previous years for a maximum total of 5 personal days accumulation in any given year. The employee, however, must give notification in advance to the employee's department head. Except in cases of emergency, such notification will be in direct relation to the number of days requested. For example: one day leave - one day advance notification; five days leave - five days advance notification.

Subsection 9.4.1

Personal leave accruals available to a terminated employee shall be made on a pro rata basis. If the terminated employee shall have used more of his personal leave days than would have been made available to him on a pro rata adjustment, then the employee's final salary shall be adjusted so that the pro rata provisions herein before set forth shall apply. An adjustment of salary to include, on a pro rata basis, unused personal leave days shall also be made.

Section 9.5 - Severance Pay

Severance pay will be granted to employees laid off because of reduction in work force. Such pay will be computed as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Weeks of Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - not more than 2</td>
<td>2</td>
</tr>
<tr>
<td>over 2 - not more than 5</td>
<td>5</td>
</tr>
<tr>
<td>over 5 - not more than 10</td>
<td>8</td>
</tr>
<tr>
<td>over 10 - not more than 15</td>
<td>12</td>
</tr>
<tr>
<td>over 15 - not more than 20</td>
<td>20</td>
</tr>
<tr>
<td>over 20 - not more than 25</td>
<td>25</td>
</tr>
<tr>
<td>over 25 -</td>
<td>52</td>
</tr>
</tbody>
</table>

Subsection 9.5.1

If an employee receives severance pay and subsequently is rehired, computation of years of service as used above, will begin with the date of rehire. This severance pay clause does not apply to employees having temporary or seasonal status. This clause in no way contravenes or modifies the existing provisions governing the application of seniority.
Section 9.6 - Workers'Compensation Policy

Subsection 9.6.1

Effective 6/30/97, a City employee losing time from work for injuries incurred during the course of employment shall be entitled to Workers' Compensation benefit as follows:

Workers'Compensation Policy

a. Upon injury, employee will be offered examination by Occupational Health Unit at M.M.C. and may receive treatment at employee's option. If employee exercises right to refusal, City may later have employee examined by City's physician. Disputes will be handled through Compensation Board Referee.

b. An employee who is off work seven (7) calendar days or less due to a work-related injury/illness, and has filed for Worker's Compensation, reported to Occupational Health and returns to work on or before the seventh (7th) day, may utilize five (5) sick days. Their sick time will be paid retroactive.

c. If, however, the employee remains off work eight (8) calendar days or more and is approved by Worker's Compensation, they will receive Worker's Compensation Statutory pay for the first two (2) weeks. The City will maintain these contractual benefits for the duration of the compensation period: Medical, dental and prescription coverage, contribution to the Retirement System at the earning rate.

d. Beginning the third (3rd) week, the City will subsidize the statutory pay to the employees' full payroll for a period not to exceed eight (8) weeks.

e. Should the injury continue, the employee shall receive straight compensation allotment as per statutory rate for the next 18 week period with the following provisions:

1. No accrual of sick time during the 18 week period.
2. An employee will be credited one sick day for each holiday that falls during the compensation period; days are to be credited at the end of the compensation claim.
3. The compensation leave shall not constitute a gap in seniority for the purposes of benefits, such as accrual of vacation, vacation eligibility, or placement on a longevity scale, and for purposes of layoff.

f. This policy shall be administered by the City in the following manner:

1. A separate payroll list shall be established consisting of employees on Workers'Compensation.
2. Employee shall receive direct payment from compensation carrier.
3. The City shall supplement such payment to full salary during the eight (8) week period.
4. The 26 week clock shall be monitored by this payroll record. Reoccurring injuries shall continue the clock to the maximum of 26 weeks.

g. The employee will not be able to deplete any accumulated time while on compensation leave. Such accumulated time will become available for use upon return to job.

h. It is mutually agreed that individuals on compensation may be examined for light duty. Upon certification of same, employee may be called back to work to perform functions needed within the division subject to the limitations as prescribed by the physician.

Subsection 9.6.1

Determination under the Workman's Compensation Laws of New York State as to whether or not disability is service-connected and as to the extent of such disability shall be conclusive.

Subsection 9.6.2

Disability as a result of compensable injury sustained from accident occurring prior to the effective date of this section shall receive benefits in accordance with regulations and laws in effect at the time of injury.

Section 9.7 - Bereavement Leave

In the case of death of a member of the immediate family of any employee covered by the terms of this Agreement, such employee shall be granted as an excused absence such time, not in excess of four (4) working days, as reasonably may be needed in connection therewith. Any of the first four (4) days, beginning on the day of the death or on the day following the day of the death on which the employee is excused from his regularly scheduled work, shall be paid for at the employee's regular rate, but such hours and pay shall not be considered as hours worked in computing overtime payable for hours worked in excess of the regular work week.

Subsection 9.7.1

For purposes of determining eligibility for the foregoing benefits, an immediate member of the family shall be limited to father or mother, father-in-law or mother-in-law, husband or wife, brother or sister, son or daughter, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.
Subsection 9.7.2

No pay allowance shall be made for multiple or for simultaneous deaths occurring within a four (4) day period. No pay allowance shall be granted in the case where, because of distance or other cause, the employee does not attend the funeral of the deceased. No pay allowance shall be granted commencing with the second day after the holding of the funeral unless such time is actually spent in returning to the City of Niagara Falls from a funeral held outside the City, but in no case shall more than a maximum of four (4) working days be granted.

Subsection 9.7.3

In the case of the death of a grandparent or grandchild, any employee covered by the terms of this agreement shall be granted an excused absence of one day.

Section 9.8 - Adoption Leave

The City presently grants its employees child care leave in accordance with the terms and provisions of the laws of the State of New York. The City shall grant the same rights to which an employee is entitled under child care leave to all employees adopting a child which shall be called "Adoption Leave" rights. "Adoption Leave" shall be governed in the same fashion as is child care leave under the Laws of the State of New York.

ARTICLE 10.0 - INSURANCE

Section 10.1 - Hospitalization

Effective June 30, 1997, in an effort to reduce the cost of health care and share the savings with City employees the following program is offered: The current Blue Cross/Blue Shield Traditional Plan will no longer be offered. The current rate of $630 per month per family plan and $280 per month single family plan will be used as the maximum premium base which the City will pay at 100%.

Employees have the option of the following Health Plans:

1. City Sponsored Traditional Plan
2. City Sponsored PPO (HMO) without referral requirement
3. Choice Care Plan
4. Independent Health Gold
5. Community Blue Option 1
6. Blue Cross/Blue Shield Traditional Alternative Plan

A. Employees who elect either the City Sponsored Traditional Plan, City Sponsored PPO (HMO) Plan, or Choice Care Plan will receive an
incentive in the amount of One Thousand Dollars ($1,000.) payable in a lump sum December 15th of each year. This incentive will be pro-rated for 1997 only. This incentive will be reoccurring annually through the duration of the Agreement provided the employee remains a member in one of these health care plans. Employees who select Blue Cross/Blue Shield Traditional are NOT eligible for the incentive.

B. Employees who select Independent Heath Gold (Encompass A) Plan or Community Blue Option 1, the incentive for this selection will be Seven Hundred Fifty Dollars ($750.) per year, pro-rated for 1997 only.

1. The premium base for these plans have been set at $370 per month Family Plan and $130 per month Single Plan. For each increase in premium of $25 above the base, the incentive of $750 will be reduced in $25 increments.

C. Buy-Out: Employees who have coverage through their spouse and cancel health care coverage with the City will be eligible for a One Thousand Five Hundred Dollar ($1,500) incentive payable December 15th of each year. For the year 1997, the incentive will be pro-rated.

1. This provision does not apply to spouses who are both employed by the City.
2. In the event an employee requests a return to one of the City Health Care Plans during the calendar year, the full month(s) in which the employee was not participating will be charged against the incentive payable December 15th for that year. There will be no compounding of the Health Care Incentive and the Buy-Out Incentive.
3. The window period for health care option selection will be during the month of August for the following year.

D. New Employees - will not be eligible for the Traditional Alternative Blue Cross/Blue Shield Plan.

New employees are defined as individuals who are hired after the signing date of this Agreement. Excluded in this definition are all former employees who are either on lay-off status and recalled from the lay-off or civil service preferred list, provided they have not exercised their right of refusal or the recall/preferred list has not expired, they quit or terminated their employment regardless of the reason.

New employees may elect to participate in one of the available City Sponsored Health Care Options. However, the following schedule will apply:
1. The first six (6) months of employment, the employee will be responsible for 100% of the premium cost per month.

2. Commencing on the seventh (7th) month of employment, the employee and the City will share the premium cost at the rate of 80% by the City and 20% by the employee. This rate will remain in effect for the remainder of the employee's employment with the City.

   a. The premium cost will be deducted bi-weekly through payroll deductions commencing with the first pay.

3. New Employees as defined above shall not be eligible to receive the incentive.

D. This incentive program will terminate at the expiration date of this Agreement.

See SCHEDULE "0" attached for description of various health plan benefits.

Subsection 10.1.1 - Dental Insurance

The City will provide a dental insurance to all members of the bargaining unit and to all those members retiring on or after October 1, 1979, who are eligible in accordance with Section 10.2 of this Article. The Dental Plan shall be the Group Health Incorporated Spectrum 2000 Dental Plan.

Section 10.2 - Hospitalization - Retirees

All employees covered by the terms of this Agreement and who retire subsequent to January 1, 1979 and have reached age fifty-five (55) and who have accumulated a combination of years worked plus their age so that such combination totals seventy (70), or greater, are entitled to group health insurance benefits as provided for in Section 10.1.

Subsection 10.2.1

The foregoing terms of length of service shall include all military service time which has been credited by the retirement system.

Subsection 10.2.2

All service recognized by the New York State Employee's Retirement System shall be recognized by the City of Niagara Falls as years of service for purposes of eligibility for health & life insurance benefits as provided for in Section 10.1 for retiree's subsequent to January 1, 1981.

Subsection 10.2.3

Such benefits shall continue until the individual reaches the age of sixty-five (65), at which time the City agrees to provide group benefits as provided in Section 10.1 supplemental to Medicare for those who qualify under this contract.

Subsection 10.2.4

It is further agreed by all parties that the City has the right to deny the
benefit of medical and hospital insurance coverage, including the Dental Rider to any employee or retiree when it is ascertained that such person is eligible for the equivalent of such coverage as provided by the City from another employer, group or organization at no cost to such person by reason of the employment or membership in a group or organization of such person's spouse or other employment or membership in a group or organization of such person. It is further understood that the City is only responsible for supplemental coverage when such person qualifies for Medicare.

Subsection 10.2.5

Should any employee be denied the benefit due to double coverage, as specified in subsection 10.2.4, in the event of the death of the spouse covered, the survivor shall be covered. And should this same situation occur after retirement of a husband or wife, in the event of the death of the spouse covered, the coverage will automatically be continued for the survivor.

Subsection 10.2.6

Any member retiring after January 1, 1983 and before April 1, 1983 is eligible for major medical coverage, which goes into effect April, 1983.

Section 10.3 - Hospitalization When Sick

Subsection 10.3.1

City will continue to pay for Health Benefits as provided in Section 10.1; one (1) month for each year of service for employees retiring under the New York State Disability Retirement Plan.

Subsection 10.3.2

The City further agrees to provide Health Benefits as provided in Section 10.1 for employees on certified sick leave as long as they are paid sick leave.

Subsection 10.3.3

The City further agrees to provide Health Benefits as provided in Section 10.1 for employees on sick leave without pay as follows: One (1) month coverage for each year of service up to a maximum of twelve (12) months.

Section 10.4 - Life Insurance

All employees while in the employ of the City and covered by the terms of this Agreement shall be entitled to life insurance.
Subsection 10.4.1

The face amount equal to the highest thousand dollar sum of the salary of said employee. The cost of said life insurance shall be paid by the City of Niagara Falls, New York.

Subsection 10.4.2

For employees retiring at age sixty-two (62) or over with twenty (20) years of City employment, the City will provide life insurance protection in the amount of $500.00.

Subsection 10.4.3

An employee who has at least thirty (30) years of service, including purchased military service time up to three (3) years, shall have the one-time option of electing to receive $500.00 of life insurance protection or continued participation in the City group hospitalization plan. If the retiree elects to take the hospitalization option, he/she will be required to certify annually on a form provided by the Personnel Department, that he/she is not receiving hospitalization coverage as a result of other employment, and in the event such certification is not received, coverage for that year will not be provided.

ARTICLE 11.0 - EQUIPMENT

Section II. 1 - Safety Shoes

The City agrees to provide safety shoes to employees whose work requires protection against foot injuries. Employees who require safety shoes will be limited to one (1) pair per year, at a cost to the City, not to exceed $75.00 per pair. The City's shoe program shall be administered by a committee consisting of the Director of Personnel, Safety Coordinator and Union President. Union may choose City option of Shoe Van or maintain current safety shoe program.

Section 11.2 - Work Clothes or Uniforms

The City agrees to continue the current practice with regard to providing work clothes or uniforms only to those operational employees presently receiving same and only on the same basis and to the same extent that the respective employees are presently receiving same, in the Utilities Department. Meter Readers will have the option of wearing summer uniforms provided there is no additional cost to the City.
Subsection 11.2.1

Effective January 1, 1983 and each year thereafter, the following positions shall receive the equipment and work clothes specified:

Engineering Division (Department of Public Works/Division of Community Development (Department of Development Services)

Field Party: (3 men presently)
- Boots (P. P.)
- Safety Vests
- Foul Weather Gear

Inspectors:
- Foul Weather Gear
- Boots

Utilities (3 Men) - Wastewater Treatment Plant
- Work Uniforms (3) sets each
- Head Mechanics
- Inside Maintenance Foreman

Human Resources: (1)
- Work Uniforms (5 sets) (Sr. Maintenance Mechanic-City)

Subsection 11.2.2

Complaint Report Technicians who are members of this bargaining unit will receive an annual uniform allowance of $250.00.

Subsection 11.2.3 - Building Inspectors Protective Clothing

Where deemed necessary, Building Inspectors will be provided with protective clothing as determined by management.

Subsection 11.2.4 - Tools

Effective 1997, the City will furnish tools to the following titled positions: Head Water Mechanic, Outside Maintenance Foreman, Building Inspectors, WWTP Inspectors. These tools are to be used to carry out their responsibilities and duties. The tools to be issued will be determined by Management.

Section 11.3 - Tool Allowance

The Automotive Mechanics and Senior Maintenance Mechanic/City shall be provided with suitable tools. Each mechanic will be granted upon appointment an initial allowance of $150.00 in the first year and a tool addition or replacement allowance of up to $200.00 each year thereafter. The City will purchase all such tools during the month of January and provide facilities for protection against theft of mechanic's tools. Each newly hired mechanic will be granted, upon
appointment, an initial allowance of $150.00 in the first year, and a tool
addition or replacement allowance of up to $200.00 upon the yearly anniversary
date of hire.

Subsection 11.3.1

Among Auto Mechanics, within a department, the senior employee shall have
preference in:

1. Shift assignments
2. Overtime using a rotating list
3. Vacation selection
4. Acting pay, payable the 1st day of assignment
5. Promotions where qualifications are equal for provisional and temporary
appointments.

ARTICLE 12.0 - SPECIAL COMMITTEE

Section 12.1 - Safety Committee

The City and the Union recognize the safety and health of City workers is
of paramount importance. The parties agree to continue the practice of City wide
safety and health committees and departmental or divisional sub-committee
meetings. These committees shall meet on a regular basis during normal working
hours.

Section 12.2 - Advisory Committee

A joint committee shall be created to review issues relating to starting
and quitting times, flextime, scheduling, shift assignments, and other matters
related to hours of work. Recommendations of this committee shall be advisory
only. However, the parties may mutually agree to amend the Agreement consistent
with the recommendations of the committee.

Section 12.3 - New Technology Committee

The City and the Union agree to set up a committee to discuss changes in
the workplace effected by new technology beginning no later than September 15,
1993.

Section 12.4 - Labor/Management Committee

The City and the Union agree to form a Labor/Management Committee and meet
on a regular basis.

ARTICLE 13.0 - SEPARABILITY

Section 13.1 - Subject To Laws

This Agreement and all provisions herein are subject to all applicable laws
and in the event any provisions of this Agreement is held to violate such laws,
said provision shall not bind either of the parties, but the remainder of this Agreement shall continue in full force and effect.

**ARTICLE 14.0 - NO STRIKE PROVISION**

Section 14.1

The Union agrees that it shall not engage in any strike in compliance with the provisions of the new York State Public Employee's Fair Employment Act.

Section 14.2 - File With Clerk

The Union agrees that it shall file with the City Clerk of the City of Niagara Falls, New York for the period of its unchallenged representation status the affirmation that it does not assert the right to strike as provided by the New York State Public Employees' Fair Employment Act.

**ARTICLE 15.0 - ASSIGNABILITY**

Section 15.1 - Rights and Obligations

At any time during the continuance of this Agreement either party shall have the right to sell, assign, transfer and set over this contract with all its right, title and interest therein to any person, firm or corporation, and the assignee thereof shall acquire all the rights granted to the assignor and shall be subject to any obligation that the assignor may have under this contract.

**ARTICLE 16.0 - REQUIRED APPROVAL**

Section 16.1 Legislative Action

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE 17.0 - DURATION OF AGREEMENT**

Section 17.1 - Term

The effective date of this Agreement is January 1, 1996. This Agreement will remain in full force and effect until December 31, 2000 with no reopeners except as specifically enumerated herein and from year to year thereafter, unless either party serves written notice of their desire to amend, modify or terminate this Agreement.

Subsection 17.1.1

Such written notice of intent to negotiate the contract shall be given by
Section 17.2. - Copies

The City will make available to the Union, for distribution, copies of the new contracts or amendments thereto, within sixty (60) days of the final execution thereof, only the cost of reproduction of such contracts or amendments shall be borne by the City.

ARTICLE 18.0 - DISCIPLINARY PROCEDURE

Section 18.1 - Attachment

The Disciplinary Procedure is attached as Schedule "H" and incorporated herein in the same manner as though specifically herein set forth.
1996 - 2000 Contractual Agreement
-between-
The City of Niagara Falls, New York
-and-
Niagara Falls Public Library
-and-
United Steel Workers of America, on behalf of Local 9434-0

CITY OF NIAGARA FALLS, NEW YORK

James C. Galie
Mayor

Anthony J. Rostaino
City Administrator

David A. Fabrizio
Director of Human Resources

Sandra Peploe
Controller

ON BEHALF OF THE LIBRARY BOARD

Betty Sakanoury
Library Director

UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC

George Henderson
International President

George E. Reid
International Secretary-Treasurer

Vice President, Administration

Vice President, Human Affairs

Director, District 4

William P. Pieto
Staff Representative, District 4

Josephine Bongiovanni
President, Local 9434-0

ATTEST:

Elsie Paradise, City Clerk

Janet Hall

Local 9434-0 Committee

Local 9434-0 Committee

Local 9434-0 Committee

30
<table>
<thead>
<tr>
<th>Account Clerk</th>
<th>Housing Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Aide</td>
<td>Housing Quality Specialist</td>
</tr>
<tr>
<td>Administrative Assistant, Public Works</td>
<td>Human Services Technician</td>
</tr>
<tr>
<td>Application and Benefits Clerk</td>
<td>Industrial Meter Technician</td>
</tr>
<tr>
<td>Assessor's Aide</td>
<td>Industrial Monitoring Coordinator</td>
</tr>
<tr>
<td>Assessor's Clerk</td>
<td></td>
</tr>
<tr>
<td>Assessor's Data Clerk</td>
<td>Industrial Waste Inspector</td>
</tr>
<tr>
<td>Assistant Assessor</td>
<td>Instrument Man</td>
</tr>
<tr>
<td>Assistant Elderly and Handicapped Technician</td>
<td>Junior Account Clerk</td>
</tr>
<tr>
<td>Assistant Research/Planner Consultant</td>
<td>Junior Civil Engineer</td>
</tr>
<tr>
<td>Assistant Sanitary Investigator</td>
<td>Junior Personnel Technician</td>
</tr>
<tr>
<td>Associate Civil Engineer</td>
<td>Laboratory Assistant</td>
</tr>
<tr>
<td>Associate Finance Officer</td>
<td>Laboratory Technician</td>
</tr>
<tr>
<td>Auditor</td>
<td>Librarian I, II, and III</td>
</tr>
<tr>
<td>Billing Supervisor</td>
<td>Library Specialist - Audio/Visual</td>
</tr>
<tr>
<td>Building Inspector</td>
<td>Library Specialist - Display</td>
</tr>
<tr>
<td>Business Manager</td>
<td>Communications Coordinator</td>
</tr>
<tr>
<td>Cashier</td>
<td>Library Specialist - Local History</td>
</tr>
<tr>
<td>Chemist - Environmental</td>
<td>License Clerk</td>
</tr>
<tr>
<td>Chemist - Utilities</td>
<td>Loan Officer</td>
</tr>
<tr>
<td>Chief Automotive Division</td>
<td>Loss Control:Claims Clerk</td>
</tr>
<tr>
<td>Chief Building Inspector</td>
<td>Meter Technician</td>
</tr>
<tr>
<td>Chief Construction Engineer</td>
<td>Neighborhood Development Specialist</td>
</tr>
<tr>
<td>Chief Electrical Inspector</td>
<td>Operations Aide</td>
</tr>
<tr>
<td>Chief Housing Inspector</td>
<td>Payroll Supervisor/Auditor</td>
</tr>
<tr>
<td>Chief of Maintenance - WWTP</td>
<td>Principal Account Clerk</td>
</tr>
<tr>
<td>Chief of Monitoring - Inspections</td>
<td>Principal Clerk</td>
</tr>
<tr>
<td>Chief Operator - Water</td>
<td>Principal Library Clerk</td>
</tr>
<tr>
<td>Chief Operator - WWTP</td>
<td>Principal Stenographer</td>
</tr>
<tr>
<td>Chief Plumbing Inspector</td>
<td>Project Administrator CD</td>
</tr>
<tr>
<td>City-wide Housing Rehabilitation Aide</td>
<td>Property Control Officer</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>Property: Title Clerk</td>
</tr>
<tr>
<td>Civil Engineer II</td>
<td></td>
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<tr>
<td>Clerk</td>
<td>Recreation Supervisor</td>
</tr>
<tr>
<td>Community Development Technician</td>
<td>Rehabilitation Specialist-Comm.Dev.</td>
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<tr>
<td>Computer Programmer</td>
<td>Research Planner/Consultant</td>
</tr>
<tr>
<td>Construction Inspection</td>
<td>Senior Account Clerk</td>
</tr>
<tr>
<td>Construction Plan Review Specialist</td>
<td>Senior Auditor</td>
</tr>
<tr>
<td>Cost Budget Assistant</td>
<td>Senior Clerk</td>
</tr>
<tr>
<td>Cost Budget Manager</td>
<td>Senior Computer Programmer</td>
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<tr>
<td>Cross Connection Inspector</td>
<td>Senior Draftsman</td>
</tr>
<tr>
<td>Data Entry/Computer Operator</td>
<td>Senior Engineering Aide</td>
</tr>
<tr>
<td>Director of Weights &amp; Measures</td>
<td>Senior Laboratory Technician</td>
</tr>
<tr>
<td>Economic Development Professional</td>
<td>Senior Library Clerk</td>
</tr>
<tr>
<td>Elderly and Handicapped Technician</td>
<td>Senior Meter Technician</td>
</tr>
<tr>
<td>Engineering Aide</td>
<td>Senior Planner</td>
</tr>
<tr>
<td>Engineering Inspector</td>
<td>Senior Rehabilitation Aide-Comm.Dev.</td>
</tr>
<tr>
<td>Environmental Planner/Grantsperson</td>
<td>Senior Sanitation Inspector</td>
</tr>
<tr>
<td>Sign and Zoning Inspector</td>
<td>Senior Stenographer</td>
</tr>
<tr>
<td>Storekeeper</td>
<td>Senior Storekeeper</td>
</tr>
<tr>
<td>Supervisor, Ice Pavilion and Winter Garden</td>
<td>Stenographer</td>
</tr>
<tr>
<td>Traffic Analyst</td>
<td>Storekeeper - Clerk</td>
</tr>
<tr>
<td>Transportation Analyst</td>
<td>Traffic Engineering Planner</td>
</tr>
<tr>
<td>Utilities Engineer</td>
<td>Typist</td>
</tr>
<tr>
<td>Youth Services Planner/Human Rights Technician</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE C

(40 HOUR WEEK SCHEDULE)

Assistant Meter Repairman
Automotive Mechanic
Foreman - Public Property
Foreman - Sanitation
Foreman - Streets
Foreman - Traffic & Electrical Signals
Foreman - Water
Greenskeeper
Head Mechanic - Utilities
Heating, Air Conditioning, and Refrigeration Engineer
Landscape Gardens Maintenance Worker
Master Mechanics - Automotive
Operations Foreman CC
Senior Automotive Mechanic
Senior Maintenance Mechanic
Superintendent of Heating Air Conditioning and Refrigeration
Supervisor of Maintenance
Supervisor of Outside Water System Maintenance
Supervisor of Sewer Construction - Maintenance
Shift Operations Supervisor - Waste Water Treatment Plant
Senior Operator, Water Plant
Senior Instrument Technician
SCHEDULE "D"

GRIEVANCE PROCEDURE FOR CITY OF NIAGARA FALLS
COMPETITIVE CIVIL SERVICE EMPLOYEES

Section 1. - Declaration of Policy

The purpose of this Grievance Procedure is to provide an orderly process whereby the competitive Civil Service Employees of the City of Niagara Falls may equitably and expeditiously settle any difference or grievances that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The provisions contained herein shall liberally be construed for the accomplishment of these objectives.

Section 2. - Definition

As used herein, the following terms have the following meanings:

(a) "City" means the City of Niagara Falls along with the Niagara Falls Public Library.

(b) "Employee" shall mean any person who is a member of the bargaining unit as the same is defined in the contract between the City of Niagara Falls, New York, and District 4, United Steel Workers of America, Local 9434-0.

(c) "Superiors" means persons regardless of title, who are assigned to exercise any level of supervisory responsibility over City employees.

(d) "Committee" means the Labor Relations Committee, as established by resolution of the City Council dated February 3, 1964 and amended February 1, 1965, or as otherwise designated by City Council.

(e) "Decision" means the written disposition and determination of a grievance by the Labor Relations Committee and/or Arbitrators.

(f) "Days" shall mean all days other than Saturday, Sunday and legal holidays. Sunday, Saturday and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Procedure.

(g) "Representative" shall mean any person, persons or group selected by the employee to stand or act for said employees.

(h) "Grievance" shall include all claimed violations of any contract existing between the City of Niagara Falls and the employees covered by this Agreement and in addition shall include all claimed violations, misinterpretations, inequitable applications of the existing written rules, procedures, regulations, administrative orders or work rules of the City of Niagara Falls, New York, or department or agency thereof, all of which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees, including matters involving employee's rates of compensation, retirement benefits, and disciplinary proceedings where the consideration of such would not be contrary to any law, rules or regulation having the force and effect of law.

Section 3. - Basic Standards and Principles

All grievances shall be presented within 180 calendar days from the date the cause of the grievance occurs. In those instances where the nature of the grievance is such that it cannot be readily known, the grievance shall be filed within one (1) year from the date the grievance occurs. Unless the grievance is filed in accordance with the time limitations of this section, it shall not be entitled to consideration under this procedure.

It is understood and agreed that all grievances that may have occurred prior to January 1, 1969 may be filed at any time prior to June 30, 1969. If the same are not filed, they shall not be considered.

Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

It shall be a fundamental responsibility of persons in supervisory capacity at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority is hereby
delegated to such person with supervisory duties to take such steps as may be necessary to give effect to the provisions prescribed herein.

It shall be the responsibility of the head of appropriate department or agency of the City of Niagara Falls to take such steps as may be necessary to give effect to the provisions prescribed herein.

- The Union agrees to meet with the Human Resources Director during the contract term 1996-2000 to discuss modification of this issue.

Section 4. - Procedure

A two-stage grievance procedure with a right of arbitration for employees of the City of Niagara Falls is hereby established as follows:

A. First Stage

The first procedural stage shall consist of a request by the aggrieved employee for a review and determination of his grievance, by the head of the department concerned or his designee. In such case, the aggrieved employee shall submit to the head of the department concerned, or his designee, a written statement setting forth the specific nature of the grievance and the facts relating thereto. Such statement shall be made upon a form numbered and supplied by the Personnel Department of the City of Niagara Falls. Upon receipt of the statement of grievance, the department head concerned or his designee shall, at the request of the employee, hold an informal hearing at which the employee and/or his representative shall appear and present oral and written statements or recommendations.

The final determination of the first stage of such grievance proceeding shall be made by the head of the department or his designee within five (5) days from the date of submission to him of said grievance. The decision shall be made in writing and communicated to the employee presenting the grievance and to the employee's representative, if any, and a copy of the decision shall be submitted to the chairman of the Labor Relations Committee. If such grievance is not satisfactorily resolved at the first stage within five (5) days from the date of submission, such employee may proceed to the second stage.

B. Second Stage

The second procedural stage shall consist of a request by the aggrieved employee for a review and determination of his grievance by the Labor Relations Committee. In such case, the aggrieved employee shall submit his request to the Labor Relations Committee within five (5) days from the date of the determination of the department head. The department head upon notice, shall forward all papers filed pursuant to said grievance to the Labor Relations Committee. The Labor Relations Committee shall promptly consider all grievances properly presented to it. The Committee will conduct a hearing under oath or otherwise, taking testimony of the parties and their witnesses, receiving documents or other papers submitted to it, issue subpoenas and establish rules for the conduct of the hearings not inconsistent with this grievance procedure. Such hearing will be scheduled within five (5) days of the date of submission of the grievance.

The Labor Relations Committee shall make its determination of the grievance and shall render its decision in writing within ten (10) days from the date of the hearing of said grievance. The decision shall be filed with the City Administrator and a copy shall be filed in the Office of the Personnel Department of the City of Niagara Falls, which copy shall be open to inspection to all parties with an interest therein. Copies of the decision shall be sent to all persons directly concerned and effected by it.

If such grievance is not satisfactorily resolved at the second stage within ten (10) days, such employee may proceed to arbitration.

C. Arbitration

All disputes which are not amicably settled as provided for in Sections A and B of this grievance procedure shall, upon the written demand of either of the two parties hereto, be submitted to an impartial arbitrator. Said arbitrator shall be selected from a panel of arbitrators supplied by either P.E.R.B., F.M.C.S. or American Arbitration Association. The selection of the arbitrator shall be by alternating striking of names, and the remaining person shall be the arbitrator. The order of striking shall be by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the City and Union, requesting that a time, date and place be set aside. The decision shall be binding upon both parties to this agreement and shall be a final determination of the question or questions submitted to arbitration. Both parties hereto shall divide the expenses and fees of the arbitrator selected.
Section 5 - Meetings

All meetings called or scheduled pursuant to a stated grievance shall, whenever practicable, be scheduled between the hours of 9:00 and 5:00, Monday through Friday, of any work week. Any employee scheduled to work when a meeting is scheduled, shall continue to receive normal compensation notwithstanding his attendance at said meeting.

Section 6 - Union Attendance

The union or employees associated representing the employee involved in any grievance proceeding shall have the right to attend all proceedings conducted pursuant to this grievance procedure, subsequent to the first proceeding as contained herein in Subparagraph A of Section 4.

Section 7 - Class Grievance

The Union may submit a so-called "class" grievance, i.e., one involving a matter of general effect on the memberships, provided there is at least one specific instance of action by the City resulting in an alleged violation of the contract.

(See copy of grievance form attached).

* The Union and the City agreed to revise the above grievance procedure language per Settlement Agreement for the years 1994 and 1995. See Attachment #6, Line Item 5.
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM, made this day of , 1977 by and between the CITY OF NIAGARA FALLS, NEW YORK, (hereinafter referred to as the "CITY") and the UNITED STEEL WORKERS OF AMERICA, LOCAL 15071, (hereinafter referred to as the "UNION") hereby expressly manifests the intent of the parties hereto to amend the Collective Bargaining Agreement between the said parties, which amendment shall incorporate the following terms and duly execute same when such Amended Agreement is finally drafted:

1. Pursuant to Chapters 677 and 678 of the Laws of the State of New York of 1977, and Article IV, Section 4 of the Collective Bargaining Agreement between the parties, the CITY agrees to forthwith implement agency shop fee deductions from the salaries of those employees of the CITY who are not members of the UNION, but who are represented by the UNION for purposes of collective negotiations, and to transmit such funds so deducted to the UNION in accordance with the definition of terms and delineation of procedures established in the said Chapters 677 and 678 of the Laws of 1977.

2. The parties agree to be bound by the provisions of said Chapters 677 and 678 of the Laws of 1977 with regard to their respective rights, duties and obligations thereunder.

3. The UNION hereby certifies by the execution hereof that it has established and will maintain a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata
share of expenditures by the UNION in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment, as such procedure is required by said Chapters 677 and 678 of the Laws of 1977.

4. The UNION agrees to indemnify and hold harmless the CITY and its officials or employees from any cause of action, claim of loss, or damages incurred as a result of the CITY'S deduction of an agency fee from any employee within the scope of this Agreement. The UNION agrees that it shall have no right or interest in any agency fee deduction until such collected monies are actually paid to the UNION. The CITY agrees that all agency fees so deducted will be paid and transmitted to the UNION in the same manner as, and together with, the payment of deducted union dues. The UNION agrees that upon the transmittal of payment of the Agency fee deduction the CITY and its officers and employees shall be relieved from all liabilities to deduct such fees and deliver such deductions to the UNION.

The parties agree that the agreements herein contained will expire on September 1, 1979, and become null and void on such date unless the subject enabling legislation has been extended or re-enacted by such time in which event, the terms and conditions herein set forth shall continue and remain in full force and effect and be binding upon the parties hereto for and during the duration of the new legislation, so far as legally permissable.
THIS MEMORANDUM shall be null and void unless ratified by the CITY, pursuant to proper approval of the City Council of Niagara Falls, New York, but shall be binding upon the UNION when executed by its appropriate officials.

CITY OF NIAGARA FALLS, NEW YORK

BY: [Signature]
City Manager - Chairman
Labor Negotiating Committee

DISTRICT 4, U.S.W.A. AFL-CIO-CLC

BY: [Signature]
STAFF REPRESENTATIVE

LOCAL UNION NO. 15071

BY: [Signature]
President
SCHEDULE "F"

OVERTIME LUNCH POLICY

Administrative Directive #14

January 31, 1969

OVERTIME LUNCH POLICY

1. Employees are entitled to a lunch, provided by the City, when required to work overtime after the regular work schedule. This does not include work on Saturdays, Sundays, or holidays or days scheduled in advance.

2. The remainder of this directive has subsequently been altered. The changes and additions are included in later directives which are attached.

Donald J. O'Hara
City Manager

ADMINISTRATIVE DIRECTIVE
#6 - 69

May 28, 1969

On January 31, 1969, Administrative Directive #14 set forth the Overtime Lunch Policy for City employees. Following is a further clarification of this policy:

WORK-OVER SHIFT - Lunch order shall be given to any employee who works two (2) hours or more over regular shift. An additional lunch order will be given for every four (4) hours worked thereafter.

CALL-IN - Lunch order shall be given to an employee called into work after two (2) hours of work and every four (4) hours thereafter until the starting of the employee's regular shift. No lunch order will be given during the regular shift, but if the employee works over the regular shift, then Work-Over Shift Policy shall apply.

REPORTING BACK TO WORK - Lunch order shall be given to an employee instructed to report back in less than two (2) hours from end of regular shift. (In addition, an employee shall be entitled to lunch order for every four (4) hours worked thereafter until starting time of regular shift). No lunch order will be given to an employee required to report back two (2) hours or more after quitting time of regular shift, but he shall receive a lunch order every four (4) hours worked thereafter until starting time of regular shift.

PRIOR NOTIFICATION - An employee notified during shift of previous day to work on scheduled day off shall not be entitled to a lunch order except if Work-Over Shift Policy applies.

Donald J. O'Hara
City Manager

Note: Provision for payment is included in the next directive.
ADMINISTRATIVE DIRECTIVE
#1 - 71

January 6, 1971

TO: All Department Heads

FROM: Mr. Morton H. Abramowitz

Pursuant to the contracts between the City of Niagara Falls and the Employees of the City, the City is obligated to pay employees for meals, under certain conditions, whenever such employees are required to work overtime.

The payment for said meals has been established by directive of the City Manager under rules and regulations heretofore distributed to department heads.

You are hereby advised that the regulations, insofar as they relate to overtime meal allowance, are changed so as to now provide that $3.50 shall be paid for each overtime meal allowance to which an employee is entitled. Said payment is to be included in his payroll check for the subsequent payroll period. Each department head is expected to insure that no abuses of the system occur.

I shall instruct the City Comptroller to supply each employee with a statement, at the end of the year, of the amount received by each employee for meal allowances so that the employee can deduct the amount so received from his gross wages for income tax purposes. Although the meal allowance will be included in the total of the payroll check, it will not be considered as part of wages when figuring deductions or benefits.

Kindly commence this procedure with the pay period beginning Sunday, January 10, 1971. I am directing the City Comptroller to not honor any meal tickets dated after that date.

Please return all unused meal tickets to the City Comptroller's office.

Morton H. Abramowitz
City Manager
Schedule "G"

NEGOTIATED SHIFT SCHEDULE FOR UTILITIES LABORATORY

The hours of work for employees of the Utilities Laboratories, including Lab Assistants, Lab Technicians and Senior Lab Technicians, shall be as follows:

Hours:

1. Day shift - Monday through Friday
   8 a.m. to 4 p.m. with 20 minutes paid lunch

2. Afternoon shift - Monday through Friday
   3 p.m. to 11 p.m. with 20 minutes paid lunch

3. Weekend shift - 5 days, Sunday through Saturday with 20 minutes paid lunch 8 a.m. to 4 p.m.

Afternoon shift differential - $.25 per hour
Sunday premium pay - 4 additional hours for 8 hours worked
Holiday premium pay - double time and one-half, plus day off on arranged date. Work performed on either the observed or the actual holiday, but not both, shall be paid at the above rate.

There shall be two separate rotating groups: The Environmental Section and the other Laboratory Staff. Selection of personnel for environmental section rotating group shall be made by seniority on a voluntary basis. If sufficient volunteers, management will assign.

The afternoon and weekend shifts shall be comprised of one person from the Environmental group to be assigned, and one person from the remainder of the Laboratory staff to be assigned. One person will be assigned to each holiday; selection to be made on basis of seniority from the combined rotating list.

Any number of additional people may be scheduled from the appropriate seniority list on a volunteer basis; the number required on any particular day shall be determined by supervision.

In an attempt to fill in for anyone absent, these procedures will be followed:

1. Employee seek out another to exchange.
2. Supervision will attempt to fill the vacancy by exchange. If it is not possible to fill the shift without the use of overtime, it will be at the discretion of supervision to determine whether or not to replace the individual.

Where possible, assignments will be arranged cooperatively between staff and supervision.

By execution of this agreement, to institute this schedule for the Utilities Laboratories, it is agreed that:

1. Salary adjustment for 1983 shall be according to the attached grade level sheet for each individual.
2. In subsequent year, each individual shall progress in step according to service and longevity from the position established for 1983 in the following grades:

   - Laboratory Assistant - Grade 15
   - Laboratory Technicians - Grade 18
   - Senior Laboratory Technicians - Grade 20

3. All of the above mentioned classifications shall be considered as 40 hour employees for all purposes.
<table>
<thead>
<tr>
<th>Name</th>
<th>From Grade</th>
<th>From Salary</th>
<th>To Grade</th>
<th>To Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>James Akers</td>
<td>12-1</td>
<td>$15,334.80</td>
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<td>Kimberly Kargatis</td>
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<td>Ronald Giancola</td>
<td>12-4A</td>
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<td>$18,366.40</td>
</tr>
</tbody>
</table>

False rate individual at $19,295.90 for 1983 and until equivalent position evolves in Grade 15 of the pay plan.

<table>
<thead>
<tr>
<th>Name</th>
<th>From Grade</th>
<th>From Salary</th>
<th>To Grade</th>
<th>To Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ronald Colangelo</td>
<td>15-4</td>
<td>$18,040.10</td>
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<tr>
<td>Antoinette DeMita</td>
<td>15-2</td>
<td>$17,147.00</td>
<td>18-2</td>
<td>$19,771.70</td>
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<td>William F. Loncto, Jr.</td>
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<td>Mary Lou Stoelting</td>
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<td>$19,241.30</td>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>From Grade</th>
<th>From Salary</th>
<th>To Grade</th>
<th>To Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>William C. Bolents</td>
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<td>20-4A</td>
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<td>Larry B. Sklarski</td>
<td>18-2</td>
<td>$19,771.70</td>
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<td>$22,802.00</td>
</tr>
</tbody>
</table>
SCHEDULE "H"

DISCIPLINARY PROCEDURE

FOR THE

CITY OF NIAGARA FALLS, NEW YORK

Revised: 4/11/84
PURPOSE

This procedure is intended as a corrective measure to aid management and employees in effectively carrying out their services to the public. It may be chosen as an alternative to Section 75 of Civil Service Law, such choice closes the option to the other remedy. With the exception of Section 75 proceedings, records of disciplinary notice cannot be used in subsequent disciplinary actions, according to this procedure, if one year has elapsed from the date of said Notice of Discipline. (Section 75 hearing option available only for employees who have a permanent appointment in the competitive class of the Classified Civil Service, or are honorably discharged United States veterans having served in time of war, or are exempt volunteer firemen).

DEFINITIONS

1. Employee shall mean any permanent employee of the City of Niagara Falls, New York.

2. Interrogation shall mean the questioning of an employee who, at the time of such questioning, appears to be a likely subject for disciplinary action.

3. Representation shall include either any authorized union representative or an attorney whose expense shall be borne by the employee.

4. Temporary reassignment shall mean a change to a new work location performing a function comparable to or similar to the job normally filled by the employee. Such transfer shall not be made for the purpose of imposing discipline.

DISCIPLINARY PROCEDURE FOR
THE CITY OF NIAGARA FALLS, NEW YORK

Section 1.00 Application

1.01 The following disciplinary procedure for incompetency or misconduct shall apply to all employees as provided herein as an alternative to, but not excluding the choice of, the procedures specified in the Civil Service Law Section 75 and 76, or this negotiated procedure at the time the Notice of Discipline is answered. This procedure shall apply to persons currently subject to Section 75 and 76 of the Civil Service Law and, in addition, shall apply to those non-competitive class employees who have completed at least one year continuous service in the non-competitive class. (Section 75 hearing option available only for employees who have a permanent appointment in the competitive class of the Classified Civil Service, or are honorably discharged United States veterans having served in time of war, or are exempt volunteer firemen).

Section 2.00 Right of Investigation

Nothing in this agreement shall prevent or limit management’s authority to investigate an incident which may result in the service of a Notice of Discipline upon an employee. Neither shall management be limited with respect to questioning any employee concerning events or claims which might lead to disciplinary action, after the employee has been informed of his rights under this agreement.

Subsequent to the service of a Notice of Discipline, investigatory activities of management involving direct questioning of the employee served shall cease.

Section 3.00 Employee’s Rights

3.01 An employee shall be entitled to representation at each step of disciplinary procedure.

3.02 An employee shall be entitled to representation during an investigation or interrogation before any disciplinary action is taken. Reasonable time shall be afforded to obtain such representation. If the employee requests representation and fails to provide a representative within a reasonable time, the interrogation may proceed.

3.03 No employee shall be requested to sign any statements concerning misconduct or incompetence or disciplinary action unless the employee is offered the right to representation and given a reasonable amount of time to obtain such representation.
3.04 No recording devices or stenographer or other record shall be used during an interrogation, unless the employee requests the transcript be made.

3.05 The employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the employer.

3.06 An employee shall not be coerced, intimidated or caused to suffer any reprisals, either directly or indirectly, that may adversely affect his or her hours, wages, or working conditions as the result of the exercise of his or her rights under this Article.

3.07 An employee shall not be disciplined for acts except those which would constitute a crime, which occurred more than one year prior to the Notice of Discipline.

Section 4.00 Warning Procedure

4.01 To aid the employee in becoming aware of the criteria necessary to avoid incompetency or misconduct and avoid disciplinary action as contained within the body of this article, this system of warning shall be utilized.

4.02 In the event that an employee's behavior or actions is such that it could lead to a disciplinary problem, the employee should be warned in the following manner before any disciplinary action is taken.

4.03 First Warning: The first warning shall be oral. It will be given by the appropriate supervisor and recorded on the Incident Form provided. The form shall include the names of the employee, date and time. The details of the complaint shall not be included but merely the general topic. Copies of the form shall be provided for the supervisor, the employee, and the Union President. The form shall be as follows:

FIRST INCIDENT REPORT

Name of Employee _
Date _
Time _
Signature of Supervisor _

4.04 Second Warning: This warning shall also be delivered orally by the appropriate supervisor. A form for the second warning shall include the name of the employee, date, time and specific details of the incident. Details not listed on the first warning incident report may be provided on the second warning. The subject of the second warning need not be a reoccurrence of the incident which precipitated the first warning but may refer to an incident unrelated to the first. Copies shall be provided to the supervisor, the employee, the Union President and the Department Head. The form shall be as follows:

SECOND INCIDENT REPORT WARNING

Employee's Name _
Date _
Time _

4.05 In the event that an employee of the City is indicted, or arrested, for a criminal offense against the City, warning procedure is waived and a Notice of Discipline may be served immediately.
SUMMARY OF DISCUSSION

In the event that no improvement of the above situation is forthcoming, disciplinary action may follow.

Section 5.00 Disciplinary Procedure: In the event that the employee has not responded positively to the warning system and the appointing authority, or his designee, seeks the imposition of a written reprimand, suspension without pay, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee.

Discipline shall be imposed only for incompetency or misconduct.

5.01 The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice. The Notice of Discipline shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. If the employee is not sufficiently apprised of the acts or conduct for which discipline is being imposed, the employee or his or her representative may request the employer to provide more specific information before the time of the hearing.

5.02 The Notice of Discipline shall be as follows:

CITY OF NIAGARA FALLS, NEW YORK

NOTICE OF DISCIPLINE

Dated ___________________________ Department ___________________________

To ___________________________ File # ___________________________

In accordance with the discipline procedure agreed to by the City of Niagara Falls and ____________ Union, you are hereby informed that the City proposed disciplinary action for the following reasons:

1. Charge ___________________________
   Specifications: 1. ___________________________
   2. ___________________________

2. Charge ___________________________
   Specifications: 1. ___________________________
   2. ___________________________
   3. ___________________________

3. Charge ___________________________
   Specifications: 1. ___________________________
   2. ___________________________
   3. ___________________________

The City wishes to impose this penalty ___________________________


The penalty proposed will take effect

Signed: ________________________________
Department Head or Designee

If you wish to dispute the proposed penalty, you may file disciplinary grievance according to the provisions of the discipline procedure or indicate your choice for adjudication through Section 75 of the Civil Service Law in writing to the Labor Relations Office with copies to department head and representative. Once the choice is made, option to the other remedy is closed. (Section 75 hearing option available only for employees who have a permanent appointment in the competitive class of the Classified Civil Service, or are honorably discharged United States veterans having served in time of war, or are exempt volunteer firemen).

This attachment is to be provided with the Notice of Discipline. Please read carefully:

Information about disciplinary procedure for employees served with a Notice of Discipline

1. You have the right to object to the proposed discipline by filing a grievance within fifteen (15) days of notice.

2. The grievance procedure provides for an informal departmental hearing and a hearing by an independent arbitrator as its final step.

3. You are entitled to representation by either your Union or an attorney at every step of the proceeding.

4. If a grievance is filed, no penalty can be implemented until the matter is settled or the arbitrator renders a determination.

5. The penalty proposed on the Notice of Discipline may be implemented if:

   a) The employee fails to file a grievance within fifteen (15) calendar days of the service of the Notice of Discipline.

   b) Having filed a grievance, the employee elects not to pursue it.

   c) The penalty is upheld by the disciplinary arbitrator.

      or

   d) A different penalty is determined by the arbitrator to be appropriate.

   or

   e) The matter is settled.

5.03 One (1) copy of the Notice shall be sent to the Labor Relations Committee, two (2) copies of the Notice shall be served upon the employee. Service of the Notice of Discipline shall be made by personal service, if possible. If service cannot be effected by personal service, it shall be made by registered or certified mail, return receipt requested.

5.04 The President of the appropriate Union and attorney shall be advised by registered or certified mail, return receipt requested, with a copy of the Notice of Discipline.

5.05 The Notice of Discipline served on an employee shall be accompanied by a written statement that
a) The employee has the right to object by filing a grievance within fifteen (15) days.

b) The grievance procedure provides for a hearing by an independent arbitrator as its final step.

c) The employee is entitled to representation by either the Union or an attorney at every step of the proceeding.

d) If a grievance is filed, no penalty can be implemented until the matter is settled or the arbitrator renders a determination.

e) The penalty proposed on the Notice of Discipline may be implemented if:

   1) The employee fails to file a grievance within fifteen (15) calendar days of the service of the Notice of Discipline.

   2) Having filed a grievance, the employee elects not to pursue it.

   3) The penalty is upheld by the disciplinary arbitrator.

   4) A different penalty is determined by the arbitrator to be appropriate.

   5) The matter is settled.

5.06 Grievances objecting to the proposed discipline shall be filed on the following form:

GRIEVANCE FORM

This Grievance is filed in accordance with the Disciplinary procedure Section 5.00 in objection to a Notice of Discipline.

Dated_________________________  Dept._________________________

File No.________________________

Reason for objections:__________________________________________

______________________________________________________________

______________________________________________________________

Check if you wish to waive departmental hearing.____.

______________________________________________________________

Signature of Employee

This form must be filed with the immediate supervisor, the department head and the Labor Relations Committee within fifteen (15) days of service of the Notice of Discipline.

5.07 The Grievance form must be filed with the immediate supervisor, the Department Head and the Labor Relations Committee within fifteen (15) days of the service of the Notice of Discipline.
5.08 If not settled or otherwise resolved, the Notice of Discipline may be the subject of a grievance before the department head and shall be filed on the form (Section 5.06) either in person or by certified or registered mail, return receipt requested by the employee.

5.09 The filing of such a grievance shall be complete on the date on which it is filed in person or the date of the mailing as indicated by the date stamped on the official postal receipt provided by the Post Office for Registered or Certified mail.

5.10 The employee shall be entitled to a meeting at the department level to present his or her position to the department head or his designee within five (5) calendar days of the filing of the grievance. The Labor Relations Committee shall set the time and place and inform all concerned.

5.11 The meeting shall include an informal presentation by the department head or his designee and by the employee or his representative of relevant information concerning the acts or conduct specified in the Notice of Discipline, a general review of the evidence and defenses that will be presented if the matter proceeds to arbitration and a discussion of the proposed penalty. The meeting need not involve the identification or presentation of prospective witnesses, the identification of specific description of documents or other formal disclosure of evidence by either party. The employee shall have the right to remain silent at such a meeting, except that either Union representative or the employee’s attorney provided at his or her own expenses shall present a summary of his or her answer to the allegations contained in the Notice of Discipline.

5.12 The employee has a right to have either a Union representative or an attorney provided at his or her own expense present or to decline such representation. If the employee requests representation and the Union or employee fails to provide a representative within a reasonable time, the meeting may proceed. Unreasonable delays by management may cause the hearing to proceed without management representation. The disciplinary arbitrator appointed pursuant to this procedure shall have the power to find that delays may have been unreasonable.

5.13 As a result of the grievance hearing, one of the following four alternatives must be chosen by the employee (within 15 working days from the date of the hearing).

a) Settlement by agreement to submit to the proposed penalty.

b) Settlement by agreement to a reduction in the proposed penalty.

c) No response would result in application of the proposed discipline. No response can be requested or absence from the hearing will be interpreted as no response.

d) Request for arbitration.

5.14 A summary of the meeting, including the alternative chosen will be prepared by the Labor Relations Committee and sent to all present within five (5) days.

5.15 Unless the grievance is settled, or the employee elects not to pursue it, the Labor Relations Committee shall request a list of arbitrators within 5 working days.

5.16 At any time during the disciplinary procedure after a timely grievance has been filed, the employee may elect in writing to the Labor Relations Committee that he or she elects not to pursue the grievance. In such event, the proposed penalty may be implemented.

5.17 The department head, or his designee, at any time before or after the Notice of Discipline is served, may review such notice and the proposed penalty and take such action as he or she deems appropriate under the circumstances in accordance with this procedure, including determining whether a notice should be issued, amendment of the notice no later than the time of departmental hearing, withdrawal of the notice or a reduction of the proposed penalty.

Section 6.00 Suspension or Reassignment
6.01 Upon service of the Notice of Discipline, the employee may be suspended without pay or temporarily reassigned if the City Manager determines there is probable cause to believe that the employee’s continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. The maximum length of such suspension shall be 20 working days. Such determination shall be reviewable by the arbitrator.

6.02 Where the employee has been suspended without pay, or temporarily reassigned, he or she may, in writing, waive the departmental level meeting at the time of filing the grievance on the grievance form. In the event of such a waiver, the employee shall file the grievance form within the prescribed limits (5.07 and 5.08 and 5.09). Such case will be referred directly to arbitration, within five working days, by the Labor Relations Committee. The proper Union official will be notified in writing of any such suspension.

6.03 Where the appointing authority informs an employee that he or she is being temporarily reassigned pursuant to this agreement, the employee shall be notified in writing of the location of such temporary reassignment and that the employee may elect in writing to refuse such temporary reassignment and be suspended without pay. Such election must be made in writing before the commencement of the temporary assignment. An election by the employee to be placed on a suspension without pay is final and may not thereafter be withdrawn. Once the employee commences the temporary assignment, no election is permitted.

6.04 This form letter is to be used by the City Administrator to inform the employee of suspension.

CITY OF NIAGARA FALLS

TO: 
RE: Suspension

This is to inform you that as of this date ____________, after the service of your Notice of Discipline, you are hereby suspended for a period of _______ working days, without pay, in accordance with Section 6.00 of the disciplinary proceedings.

Dated: ____________________________

City Administrator

Please respond indicating your preference for:

Departmental hearing ___

or

Waiver of Departmental hearing ___

(directly to arbitration)

6.05 This form letter is to be used by the City Administrator to inform employee of temporary reassignment. The signed returned response by the employee is necessary.

CITY OF NIAGARA FALLS

TO: ____________________________

RE: Temporary Reassignment

This is to inform you that as of this date ____________, after the service of your Notice of Discipline you are hereby temporarily reassigned to ____________________________.

You should report to ____________________________ at ____________ o’clock on ____________, 19____.
Your rate of pay will be red circled or frozen. This action is taken as a precaution in that your presence on the job during this disciplinary proceeding may interfere with operations.

Please respond by returning the attachment.

Sincerely,

City Administrator

ATTACHMENT

Response to temporary reassignment letter:

I accept the reassignment for duration of the disciplinary proceeding and until a settlement has been reached.

I do not accept this reassignment but rather elect to be suspended without pay.

This must be sent back to the City Administrator before the effective date of the temporary appointment.

6.06 Temporary reassignments under this section shall not involve a change in the employee's rate of pay.

7.00 Disciplinary Arbitration.

7.01 The Labor Relations office shall request a list of seven arbitrators from the Federal Mediation and Conciliation Association. Each party shall alternately strike names until one is left. If either party feels that the list is not acceptable, they have the right to request another list.

7.02 The disciplinary arbitrator shall hold a hearing within 21 calendar days after notification from the Labor Relations Committee.

7.03 Disciplinary arbitrators shall render determination of guilt or innocence and the appropriateness of proposed penalties, and shall have the authority to resolve a claimed failure to follow the procedural provisions of this article. Disciplinary arbitrators shall neither add to, subtract from, or modify the provisions of this agreement. The disciplinary arbitrator's decision, with respect to guilt or innocence, probable cause for suspension or reassignment, and appropriate penalty shall be final and binding upon the parties.

7.04 All fees and expenses of the arbitrator, if any, shall be divided equally between the City and the Union or the employee if not represented by the Union. Each party shall bear the cost of preparing and presenting its own case.
MEMORANDUM OF AGREEMENT

between

THE LIBRARY BOARD

and

LOCAL #15071 OF THE UNITED STEEL WORKERS OF AMERICA

PROVISION I

The Niagara Falls Public Library is recognized as the public employer of all employees within the Niagara Falls Public Library System, notwithstanding the source of funds for said employees salaries. This includes any full time positions fulfilling specifications of grants awarded to the library. As such, it is recognized that these employees fall under the purview of Civil Service Law and Local Civil Service Commission rules and procedures.

PROVISION II

Due to the unique requirements for service to the public, the attached schedule is agreed to for hours of work in the Niagara Falls Public Library and applies specifically to the Library in lieu of contract language.

Dated this day of October, 1981.

UNITED STEEL WORKERS OF AMERICA
LOCAL #15071

LIBRARY BOARD

BY: Samuel Insalaco

BY: Joyce Shields, Director

By: Thomas A. Insana, Labor Relations Specialist
LIBRARY SCHEDULE

1. Schedule for Niagara Falls Public Library (including LaSalle Branch).

   A. The regular workday shall be in accordance with the flexitime agreement, dated July 15, 1981, with the following exceptions:

      1. Employees will work one evening a week.
      2. Employees will work one Saturday in four.
      3. Employees will work one day per week until 6:00 P.M.

   B. Additional Saturdays (more than mentioned in I.A.2)

      1. When offered, the employee retains the option to accept or reject additional Saturday or evening work.
      2. If an additional Saturday or night is worked, the employee will have the option to take pay or compensatory time, as per the schedules in the contract.

   C. Saturdays of long holiday weekends

      1. A pre-schedule will be devised in which each employee will be required to work only one long holiday weekend per year as a part of the regular Saturday scheduling.
      2. Should staffing difficulties offset this schedule, the Saturday of a holiday weekend will be offered on a voluntary basis.
      3. Additional Saturdays worked during a holiday weekend (more than 1 per year) will be compensated at a rate of time and one-half.

   D. Arrangements made for the convenience and by preference of staff members and which are not necessary for the operation of the Library, are not subject to the above conditions as long as no additional cost to the employer is incurred. Such arrangements are subject to the approval of the Director of the Library.
The work day for office, clerical and administrative/supervisory employees covered by this agreement shall consist of seven (7) hours per day plus one hour for lunch. These seven hours shall be in accordance with flexitime alternatives specified as items a - e.

Administrative offices may be open from 7:00 a.m. to 6:00 p.m. to facilitate these alternatives:

a. Employees may work from 7:00 a.m. to 3:00 p.m., with one hour for lunch (normally 12:00 to 1:00).

b. Employees may work from 8:00 a.m. to 4 p.m., with one hour for lunch (normally 12:00 to 1:00).

c. Employees may work from 9:00 a.m. to 5:00 p.m., with one hour for lunch (normally 12:00 to 1:00).

d. Employees may work from 10:00 to 6:00 p.m. with one hour for lunch (normally 12:00 to 1:00).

e. The department head shall make the final determination for each schedule with concurrence of the employees involved based on the efficient operation of the department. Schedule plans must be submitted to the Library Director for final approval.
The following language regarding the layoff procedure and preferred list for employees classified as 55a or 55b shall be incorporated into the contract.

A. Where because of economy, consolidation or abolition of functions, curtailment of activities or otherwise, positions for handicapped employees established under the provisions of Section 55a and 55b of the New York State Civil Service Law are abolished or reduced in the rank or salary grade, suspension or demotion as the case may be, among incumbents holding the same or similar positions shall be made in the inverse order of original appointment on a permanent basis in the classified service of the City of Niagara Falls, subject to the provisions of sub-division seven of Section eighty-five of the Civil Service Law: provided, however, that the date of original appointment of any such incumbent who was transferred from another City government department shall be the date of original appointment on a permanent basis in the classified service in the department from which such transfer was made.

B. Continuous service. The original appointment of an incumbent shall mean the date of his or her first appointment on a permanent basis in the classified service followed by continuous service in the classified service on a permanent basis up to the time of the abolition or reduction of the position as established under Section 55a and 55b of the New York State Civil Service Law. An employee who has resigned and who has been reinstated or reappointed in the service within one year thereafter shall be deemed to have continuous service. An employee who has been terminated because of disability resulting from occupational injury or disease as defined in the Workmen’s Compensation Law and who has been reinstated or reappointed in the service thereafter shall be deemed to have continuous service. A period of employment on a temporary or provisional basis, or in the unclassified service, immediately preceded and followed by permanent service in the classified service shall not constitute an interruption of continuous service, nor a period of leave of absence without pay pursuant to law or the rules of the Civil Service Commission having jurisdiction, or any period during which an employee is suspended from his position pursuant to this section, constitute an interruption of continuous service for the purpose of this section.

C. Units of suspension or demotion. Upon the abolition or reduction of positions established under Sections 55a and 55b of the New York State Civil Service Law, suspension or demotion, as the case may be, shall be made from among employees holding the same positions with City government.

D. The City’s appointing authority shall furnish the Municipal Civil Service Commission the name of the handicapped employee, position title, date and reason for suspension or demotion under Section eighty of the Civil Service Law. The Municipal Civil Service Commission shall place the name of such employee upon a preferred list together with other handicapped employees who may have been suspended or demoted from positions established under Section 55a or 55b of the New York State Civil Service Law and certify such list for filling vacancies in such positions until such preferred list is exhausted.

E. Order of certification of names from preferred list: The names of handicapped persons on the preferred list shall be certified therefrom for reinstatement to a vacancy within City government in an appropriate position in the order of their original appointments.
TO BE INCLUDED IN 1984 SALARY AGREEMENT

For Locals 15071 and 15315 of the United Steelworkers of America, tentative agreement is reached as of this date, August 29, 1983, to process for each of the above mentioned Locals DBL coverage. This coverage will name the Union Local as the insured; the City will merely process the 100% employee contribution by payroll deduction.

This tentative agreement is effective as of this date, so that processing may begin. It is intended that it formally will be included in the 1984 salary agreement.

Thomas A. Insana

Joe Sparacio

Josephine Bongiovanni

John E. Travis, Jr.
its rights as the recognized bargaining agent relative to these titles/position.

3. **Article 6.0, Sub-section 6.1 and Sub-section 6.2 titled Schedule** employees assigned to Shift Operations Supervisor, Senior Operator, Water Plant, Senior Instrument Technician will work a forty (40) hour work week and will follow the standard work Shift Schedule and enumerated on page 22 and page 23 of the Collective Bargaining Agreement Local 14551.

4. Shift differential will be paid to those employees who work a shift schedule pursuant to **Section 6.4, Shift Differential, Sub-section 6.4.1, 6.4.2 and 6.4.3** in the amount of Four Hundred Twenty Five Dollars ($425.00) per annum.

5. **Section 7.6, Sub-section 7.6.1, Call-in Time** pursuant to the Collective Bargaining Agreement Local 14551 is herein incorporated.

6. **Section 7.5, Sunday Pay** provision pursuant to Local 14551, Collective Bargaining Agreement is applicable.

7. **Section 7.8, Lunch Allowance** provision pursuant to Local 14551 Collective Bargaining Agreement is hereby incorporated.

8. **Section 7.10, Schooling for License** provision pursuant to Local 14551 Collective Bargaining Agreement is herein incorporated.
COLLECTIVE BARGAINING AGREEMENT

ADDENDUM

BETWEEN

CITY OF NIAGARA FALLS

AND

UNITED STEELWORKERS OF AMERICA

LOCALS 15071 & 14551

The City of Niagara Falls, hereinafter referred to as the "Employer" and the United Steelworkers of America Local 15071 and Local 14551, hereinafter referred to as the "Union" mutually agreed to the following terms and conditions to effect a transfer of Shift Operations Supervisor, Waste Water Treatment Plant, Senior Operator, Water Plant and Senior Instrument Technician from Local 14551 (Utilities Union) to Local 15071 (Civil Service Union) effective January 7, 1985.

1. Article I - Section 1.0 & 1.2 titled Definition of Local 15071 Collective Bargaining Agreement, will be amended to include Shift Operations Supervisor, Waste Water Treatment Plant, Senior Operator, Water Plant and Senior Instrument Technician, Local 15071 is hereby recognized as the bargaining agent.

2. Article 1.0 - Section 1.2, Union Definition of the Collective Bargaining Agreement, Local 14551, is hereby amended by deletion of the above referred title, and that Local 14551 has transferred
9. Article 10. Sub-section 10.1, 10.1.1, 10.1.2 titled Holidays provisions of the Collective Bargaining Agreement of Local 14551 is herein incorporated.

10. Article 4.0. Sub-section 4.5 titled Union Rights will be changed from ten to eleven.

**Per 1990 - 1991 Contract:**

4. Shift differential will be paid to those employees who work a shift schedule pursuant to Section 6.4, Shift Differential, Sub-Section 6.4.1, 6.4.2 and 6.4.3 in the amount of Five Hundred Dollars ($500.00) per annum.
Further, the terms and conditions herein agreed to are applicable only to the Shift Operations Supervisor, Waste Water Treatment Plant, Senior Operator, Water Plant and Senior Instrument Technician, and does not pertain to other members of Local 15071 bargaining unit.

Date: June 23, 1955

Joseph Sparacio
International Representative
U.S.W.A.

David A. Fabrizio
Labor Relations Specialist
City of Niagara Falls

Josephine Bongiovanni
President
Local 15031

John Travis
President
Local 14551
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LETTER OF UNDERSTANDING

-between-

CITY OF NIAGARA FALLS, NEW YORK

-and-

UNITED STEELWORKERS OF AMERICA
LOCAL 15071

The City of Niagara Falls, hereinafter referred to as the "Employer" and the United Steelworkers of America Local 15071, hereinafter referred to as the "Union" mutually agree to the following terms and conditions as they apply to the Complaint Report Technicians in the Niagara Falls Police Department 911 Communications Center.

1. **Shift Schedule** - The above referenced employees will work a continuous shift schedule commencing on a Tuesday as follows:
   - 7 days - 7 to 3 shift (8 hrs) - 2 days off
   - 7 days afternoon shift - 3 to 11 (8 hrs) - 2 days off
   - 6 midnights - 11 to 7 (8 hrs) - relief Technician will work 7th midnight shift; if unavailable to work the relief shift, the vacancy shall be filled from the overtime schedule for the Complaint Report Technicians. The Relief Technician will normally cover vacations, holidays, sick, personal leave, etc.

2. **Shift Differential** - Complaint Report Technicians will be paid $.25 per hour for the afternoon and midnight shifts pursuant to the Collective Bargaining Agreement of the above referenced Union.

3. **Holidays** - Complaint Report Technicians who are scheduled to work on a holiday will be paid 8 hours holiday pay in addition to time and one-half for all hours worked on said holiday.
A. Where an employee is scheduled off on one of the enumerated holidays scheduled as contained in the Collective Bargaining Agreement 15071, the employee shall receive an alternative day off with pay (8 hours).

4. **Uniforms** - the City of Niagara Falls will provide the initial issue of three (3) shirts, two (2) trousers and one (1) pair of shoes for each Complaint Report Technician. The employee will be provided a dollar amount annually, to be determined at a later date, for subsequent uniform replacement/maintenance.

CITY OF NIAGARA FALLS, NEW YORK

By: __________________________
    David A. Fabrizio
    Labor Relations Specialist

UNITED STEELWORKERS OF AMERICA LOCAL 15071

By: __________________________
    Josephine T. Bongiovanni
    President Local 15071

DATED: November 6, 1990.
June 23, 1997
CITY OF NIAGARA FALLS HEALTH CARE PLAN

EMPLOYEE INCENTIVE

In an effort to reduce the cost of health care and share the savings with City employees the following program is being offered:

The current Blue Cross/Blue Shield Traditional Plan will no longer be offered. The current rate of $630.00 per month per family plan and $280.00 per month single plan will be used as the maximum premium base which the City will pay at 100%.

Employees will have the option of the following Health Plans:
1. City Sponsored Traditional Plan
2. City Sponsored PPO (HMO) without referral requirement.
3. Choice Care Plan
4. Independent Health Gold
5. Community Blue Option 1

A. Employees who elect either the City Sponsored Traditional Plan, City Sponsored PPO (HMO) Plan or Choice Care Plan will receive an incentive in the amount of One Thousand Dollars ($1000.00) payable in a lump sum December 15th of each year. This incentive will be pro-rated for 1997 only. This incentive will be re-occurring annually through the duration of the Agreement provided the employee remains a member in one of these health care plans. Employees who select Blue Cross Blue Shield Traditional are NOT eligible for the incentive.

B. For Employees who select Independent Health Gold (Encompass A) Plan or Community Blue Option 1, the incentive for this selection will be $750 per year pro-rated in 1997 only.

1. The premium base for these plans have been set at $370 per month Family Plan and $130 per month Individual Plan. For each increase in premium of $25 above the base, the incentive of $750 will be reduced in $25 increments.

C. Buy-Out- Employees who have coverage through their spouse and cancel health care coverage with the City will be eligible for a One Thousand Five Hundred Dollars ($1500) incentive payable December 15th of each year. For the Year 1997 the incentive will be Pro-Rated.
1. This provision does not apply to spouses who are both employed by the City.

2. In the event an employee requests a return to one of the City Health Care Plans during the calendar year, the full month(s) in which the employee was not participating will be charged against the incentive payable December 15th for that year. There will be no compounding of the Health Care Incentive and the Buy-Out Incentive.

3. The window period for health care option selection will be during the month of August for the following year.

D. New Employees - will not be eligible for the Traditional Alternative Blue Cross/Blue Shield Plan.

1. New Employees are defined as individuals who are hired after the signing date of this Agreement. Excluded in this definition are all former employees who are either on lay-off status and recalled from lay-off or civil service preferred list, provided, they have not exercised their right of refusal or the recall/preferred list has not expired, they quit or terminated their employment regardless of the reason.

New Employees - May elect to participate in one of the available City’s Sponsored Health Care options, however, the following schedule will apply:

1. The first six (6) months of employment the employee will be responsible for 100% of the premium cost per month.

2. Commencing on the seventh (7th) month of employment, the employee and the City will share the premium cost at the rate of 80% by the City and 20% by the employee. This rate will remain in effect for the remainder of the employee’s employment with the City.

a. The premium cost will be deducted bi-weekly through payroll deductions commencing with the first pay.

3. New Employees as defined above shall not be eligible to receive the incentive.

E. This incentive program will terminate at the expiration date of this Agreement.
F. The City's Sponsored Traditional Health Care Plan will feature the following benefits:

Hospital 42/43
Medical 60/61
Medical Deductible $50
Prescription Drug Rider - $1.00 Generic; $5 Brand Name;
No Co - Pay for Maintenance Drugs

Dependent Children to Age 23
Psychiatric Care
Ambulatory Care
Chiropractic Maximum $500.00
Pre Care Plus
Out of Area Benefits
Annual Routine Physical $10 Co - Pay

G. Current employee(s) who elect to participate in the Blue Cross Blue Shield Traditional Alternative Plan may do so during the month of August.

The Plan will provide the following coverage:

Blue Cross Hospital 42/43
Blue Cross Medical 60/61
Major Medical $100 Deductible
Prescription $5 Co-Pay
Rider 8 Dependents to Age 23
Rider 22 Ambulatory Care
Rider 45 Cosmetic Surgery
Rider 46 Pre-Care Plus
Rider 48 Out-of-Area Benefit

Riders which have either been eliminated or reduced from the Blue Cross Blue Shield Traditional Alternative Plan are:

Major Medical from $50 to $100; reduced
Prescription Co-pay from $3 to $5 reduced
Chiropractic eliminated
Psychiatric Care eliminated.

The premium cost for this alternative Blue Cross Blue Shield Plan is $570 per month family and $256 per month individual Plans.

The City will pay 100% of the premium to a maximum of $630 per month family and 280 per month individual. The employee will be responsible for the increase in premiums above these caps at 100%.

Example:
$570/month City pays 100%
$630/month City pays 100%
$680/month City pays 100% up to $630 the employee is responsible for the difference in this case $50 out of pocket through payroll deduction.
1. There will be a special window for employees who select Blue Cross Blue Shield Traditional Alternative Plan. This window will be opened for a period of thirty (30) days from the date the City receives notification of the rate increase from Blue Cross Blue Shield.

At the close of this window, employee (s) who remain in the Blue Cross Blue Shield Traditional Alternative Plan will do so until the next August window. There will be no exceptions.

REOPENER:

In an effort to continually monitor the cost and the benefit levels of health care during the term of the Agreement, either party may serve the other with thirty (30) days written notice for the sole purpose of reopening the contract for further negotiations limited to health care. During such negotiations, all Articles covering health care benefits shall remain in effect until new terms are mutually agreed upon. If the parties cannot agree, the issue may be submitted to an independent mediator chosen by the parties in an attempt to reach a resolution.
TO: DIRECTOR OF PERSONNEL

FROM:

LEAVE OF ABSENCE REQUEST

I request that I be granted a leave of absence for a period from ______ to ______ inclusive.

This leave is for: (check one) (See reverse side for applicable rules.)

1. ( ) Maternity
2. ( ) Military Service
3. ( ) Health Reasons
4. ( ) Educational Purposes
5. ( ) To accept other position in government service
6. ( ) For personal reasons

Explanation: (For items 2 through 6.)

_________________________________________________________

_________________________________________________________

_________________________________________________________

Employee Signature__________________________
Department__________________________

Acknowledgment & Comments__________________________________________

_________________________________________________________

Department Head Signature__________________________

TO: CITY MANAGER

( ) Recommended Date ________________________________
( ) Not Recommended

Remarks:

_________________________________________________________

_________________________________________________________

Director of Personnel__________________________
MATERNITY LEAVES

1. Maternity leaves shall be granted for a period of one (1) year. Notification to the head of the department in which such employee is employed and to the Director of Personnel of the City of the employee's condition of pregnancy shall be given in writing at the beginning of the fourth (4th) month of pregnancy, and application for said leave of absence shall thereafter be made in the manner hereinafter prescribed.

MILITARY LEAVES

2. Military leaves of absence for the purposes of Military Service shall be granted in accordance with the provisions of the Laws of the State of New York. (Official orders must be attached to the leave request.)

HEALTH REASONS

3. Leaves of absence for reasons of personal health shall be granted for a period of three (3) months where such leave is recommended by a physician designated by the City following physical examination of the employee and upon the written recommendation of the personal physician of the employee if no such physician is designated by the City. Additional leaves shall be granted for additional periods of three (3) months, as required, upon the further recommendations of either the City physician or personal physician of the employee; but in no event, shall the total period of such leave of absence exceed one (1) year for any one (1) illness.

EDUCATIONAL PURPOSES

4. Leaves of absence for educational purposes shall be granted to enable an employee to attend any duly recognized educational facility for the period of attendance at such educational facility up to a period of one (1) year, if such education shall be deemed by the City Manager to be in the best interests of the City. An additional one (1) year leave of absence may be granted by the City Manager at the expiration of the first year; but in no event, shall the total leave of absence for educational purposes exceed two (2) consecutive years.

TO ACCEPT OTHER EMPLOYMENT

5. Leaves of absence shall be granted to employees to permit an employee to accept another position in government service, on either an elective, appointive, provisional or temporary basis, but for no other purpose. Such leave of absence shall be granted for a period of ninety (90) days. The City Council for good cause shown, may extend such leaves of absence for additional ninety (90) day periods, upon the written request of the City Manager.

PERSONAL REASONS

6. A leave of absence may be granted by the City Manager for a period of thirty (30) days for good cause for personal reasons. Additional leaves for this purpose can be granted by the City Manager providing that the total period of all such leaves for such absences shall not exceed ninety (90) days for any one cause.

(Above rules and regulations taken from "Chapter LVVI-A, An Ordinance Regulating the Granting of Leaves of Absence Without Pay."

Approved by City Council April 12, 1965

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A TERM AGREEMENT FOR FLEXITIME HOURS

This agreement allows for the implementation of the flexitime hours specified within on a trial basis for a period of one year from execution of this agreement.

The work day for office, clerical and administrative/supervisory employees covered by the agreement shall consist of seven (7) hours per day plus one hour for lunch. These seven hours shall be in accordance with flexitime alternatives specified as items a-e.

Administrative offices may be open from 7:00 a.m. to 6:00 p.m. to facilitate these alternatives:

a. Employees may work from 7:00 a.m. to 3:00 p.m. with one hour for lunch (normally 12:00 to 1:00).

b. Employees may work from 8:00 a.m. to 4:00 p.m., with one hour for lunch (normally 12:00 to 1:00).

c. Employees may work from 9:00 a.m. to 5:00 p.m., with one hour for lunch (normally 12:00 to 1:00).

d. Employees may work from 10:00 a.m. to 6:00 p.m., with one hour for lunch (normally 12:00 to 1:00).

e. The department head shall make the final determination for each schedule with concurrence of the employees involved based on the efficient operation of the department. Schedule plans must be submitted to the City Administrator for final approval.

It is further understood and agreed that should this trial produce unsatisfactory results, that the agreement may be cancelled out upon a thirty (30) day notice to the Union and scheduling policy shall revert back to the original wording of Article IV, Section 1. Otherwise, the body of this agreement shall replace the first sentence of Article IV, Section 1 of the Contract between Local 15071 of the United Steelworkers of America and the City of Niagara Falls, New York.
CITY OF NIAGARA FALLS, NEW YORK

GRIEVANCE REPORT - FIRST STAGE

Grievance No. 208

Name: ____________________________

Department: _______________________

Date Grievance Submitted to Supervisor: _______________________

Date of Grievance: _______________________

Nature of Grievance: _______________________________________________________

EMPLOYEE SIGNATURE: ____________________________

SUPERVISOR SIGNATURE: ____________________________

Action Taken by Immediate Supervisor: _____________________________________

Date Action Taken: _______________________

EMPLOYEE SIGNATURE: ____________________________

SUPERVISOR SIGNATURE: ____________________________

CITY OF NIAGARA FALLS, NEW YORK

GRIEVANCE REPORT - SECOND STAGE

Grievance No. 2085

Name: ____________________________

Department: _______________________

Date Grievance Submitted to Department Head: _______________________

Date of Grievance: _______________________

Statement of Grievance — Specifying Facts Relating Thereto:

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

EMPLOYEE SIGNATURE: ____________________________

DEPARTMENT HEAD SIGNATURE: ____________________________

Action Taken by Department Head: _____________________________________

EMPLOYEE SIGNATURE: ____________________________

DEPARTMENT HEAD SIGNATURE: ____________________________
June 23, 1997

MEMORANDUM OF AGREEMENT
-BETWEEN-
CITY OF NIAGARA FALLS, NEW YORK
-AND-
U.S.W.A. LOCAL 15071

The City of Niagara Falls, New York, Employer, and United Steelworkers of America, AFL-CIO, Local15071, Union, have negotiated modifications to the existing Collective Bargaining Agreement which shall continue in full force and effect in all terms and conditions until December 31, 2000, except as modified by the following:


2. Salaries: 1/1/98 1 1/2 %, 1/1/99 3%, 1/1/2000 4%.

A $500 payment will be made to each current bargaining unit employee for closure of the contract years 1996 and 1997 when bi-weekly direct deposit begins. This payment will be added to the 1997 base salary effective 1/1/98.


4. Vacation Cash Conversion

* Employee(s) who request vacation cash conversion must do so during the month of August (beginning 1997 for 1998) of the preceding year.

The maximum number of vacation weeks which may be converted into cash is two (2) provided the employee uses the same number of vacation weeks for which they are requesting conversion. Vacation Cash Conversion will be payable during the month of July.

If an employee converts vacation time into cash and does not take the equal number of week(s) off, they will not be able to carryover those weeks into the next year.

5. Sick Leave Verification.
An employee covered by the terms of this Agreement who is entitled to sick leave in accordance with the above sub-sections, shall be paid while absent from work due to illness/injury. If such illness/injury continues beyond three (3) working days, the City may in its discretion direct the employee to verify their illness/injury with a statement from the attending physician.

* An employee covered by the terms of this Agreement who is entitled to sick leave in accordance with the above sub-sections, shall be paid while absent from work due to personal illness/injury with a statement from the attending physician. An employee off work
due to illness or injury for 20 consecutive work days or more may be required to undergo an examination by a City designated physician (s) for determining the necessity for continuation of sick leave. Such examination will be limited to the particular ailment or injury for which the employee is claiming sick leave. In the event of a difference in opinion between the employee's physician (s) and the City's designated physician (s), the matter may be referred to a third physician mutually agreed to by both parties. The opinion of this independent physician shall be binding.


* An employee who is absent from work the last scheduled work day before one of the numerated holiday (s) and/or the scheduled work day after a holiday, will not be eligible for holiday pay unless the absence was due to a death of a member of the employee's immediate family as defined in the Bereavement Section, Vacation, Personal Day, Jury Duty Sections of the Collective Bargaining Agreement.

1. If the employee elects to work a scheduled holiday and fails to report for work he/she will not be paid holiday pay.

2. Not excusable absences are sick days, Worker's Compensation or other time off which is not one of the enumerated exceptions listed above.

The Department Head may consider extenuating circumstances and excuse an absence on one of the scheduled work days.

* Observed/Actual holiday reference will apply to Schedule H WWTP & Schedule M WTP only.

7. Schedule I - Negotiated Discipline Modifications discussions to continue during the term of this Agreement.

8. Sick Time Buy Back - Effective with the signing of this Agreement, the current 20 % buy back of sick time at termination of employment will be changed to the following:

In an effort to encourage and reduce the use of sick time the following schedule will be utilized:

1 - 99 days 20%
100 - 199 days 40%
200 over days 60%

9. Safety Shoe Allowance Increased to $75.00 per year commencing 1998.
10. Tools - the City will furnish tools to the following titled position: Head Water Mechanic, Outside Maintenance Foreman, Building Inspectors, WWTP Inspectors.

These tools are to be used to carry out their responsibilities and duties. The tools to be issued will be determined by Management.

11. Work Relief Opportunity - Every effort will be made to schedule a morning and afternoon work relief opportunity provided it is not disruptive to the normal operation of the City. The relief may consist of temporary re-assignment of work or tasks.

12. Building Inspectors Protective Clothing

*Where deemed necessary building inspectors will be provided with protective clothing as determined by Management.

13. Worker's Compensation.

* An employee who is off work seven (7) calendar days or less due to a work related injury/illness, and has filed for Worker's Compensation, reported to Occupational Health and returns to work on or before the seventh (7th) day may utilize five (5) sick days. Their sick time will be paid retroactive.

However, if the employee remains off work eight (8) calendar days or more and is approved by Worker's Compensation they will receive Worker's Compensation Statutory pay for the first two (2) weeks. Beginning the third week the City will subsidize the statutory pay to the employees' full payroll for a period not to exceed eight (8) weeks. After eight (8) weeks the statutory rate will apply only.

14. Schedule D - Grievance Procedure Section 3-Basic Standards and Principles - the Union agrees to meet with the Human Resources Department during the contract term to discuss modification of this issue.

15. The City and the Union will form a Labor/Management Committee and meet on a regular basis.

This Agreement is subject to the approval of the Mayor and the City Council and ratification by the Union.

Date: 1/23/97

[Signatures]
June 23, 1997
CITY OF NIAGARA FALLS HEALTH CARE PLAN

EMPLOYEE INCENTIVE

In an effort to reduce the cost of health care and share the savings with City employees the following program is being offered:

The current Blue Cross/Blue Shield Traditional Plan will no longer be offered. The current rate of $630.00 per month per family plan and $280.00 per month single plan will be used as the maximum premium base which the City will pay at 100%.

Employees will have the option of the following Health Plans:
1. City Sponsored Traditional Plan
2. City Sponsored PPO (HMO) without referral requirement.
3. Choice Care Plan
4. Independent Health Gold
5. Community Blue Option 1

A. Employees who elect either the City Sponsored Traditional Plan, City Sponsored PPO (HMO) Plan or Choice Care Plan will receive an incentive in the amount of One Thousand Dollars ($1000.00) payable in a lump sum December 15th of each year. This incentive will be pro-rated for 1997 only. This incentive will be recurring annually through the duration of the Agreement provided the employee remains a member in one of these health care plans. Employees who select Blue Cross Blue Shield Traditional are NOT eligible for the incentive.

B. For Employees who select Independent Health Gold (Encompass A) Plan or Community Blue Option 1, the incentive for this selection will be $750 per year pro-rated in 1997 only.

1. The premium base for these plans have been set at $370 per month Family Plan and $130 per month Individual Plan. For each increase in premium of $25 above the base, the incentive of $750 will be reduced in $25 increments.

C. Buy-Out- Employees who have coverage through their spouse and cancel health care coverage with the City will be eligible for a One Thousand Five Hundred Dollars ($1500) incentive payable December 15th of each year. For the Year 1997 the incentive will be Pro-Rated.
1. This provision does not apply to spouses who are both employed by the City.

2. In the event an employee requests a return to one of the City Health Care Plans during the calendar year, the full month(s) in which the employee was not participating will be charged against the incentive payable December 15th for that year. There will be no compounding of the Health Care Incentive and the Buy-Out Incentive.

3. The window period for health care option selection will be during the month of August for the following year.

D. New Employees will not be eligible for the Traditional Alternative Blue Cross/Blue Shield Plan.

1. New Employees are defined as individuals who are hired after the signing date of this Agreement. Excluded in this definition are all former employees who are either on lay-off status and recalled from lay-off or civil service preferred list, provided, they have not exercised their right of refusal or the recall/preferred list has not expired, they quit or terminated their employment regardless of the reason.

New Employees - May elect to participate in one of the available City’s Sponsored Health Care options, however, the following schedule will apply:

1. The first six (6) months of employment the employee will be responsible for 100% of the premium cost per month.

2. Commencing on the seventh (7th) month of employment, the employee and the City will share the premium cost at the rate of 80% by the City and 20% by the employee. This rate will remain in effect for the remainder of the employee’s employment with the City.

a. The premium cost will be deducted bi-weekly through payroll deductions commencing with the first pay.

3. New Employees as defined above shall not be eligible to receive the incentive.

E. This incentive program will terminate at the expiration date of this Agreement.
F. The City’s Sponsored Traditional Health Care Plan will feature the following benefits:

Hospital 42/43  
Medical 60/61  
Medical Deductible $ 50  
Prescription Drug Rider - $ 1.00 Generic; $ 5 Brand Name;  
No Co-Pay for Maintenance Drugs  
Dependent Children to Age 23  
Psychiatric Care  
Ambulatory Care  
Chiropractic Maximum $500.00  
Pre Care Plus  
Out of Area Benefits  
Annual Routine Physical $10 Co-Pay  

G. Current employee(s) who elect to participate in the Blue Cross Blue Shield Traditional Alternative Plan may do so during the month of August.

The Plan will provide the following coverage:

Blue Cross Hospital 42/43  
Blue Cross Medical 60/61  
Major Medical $100 Deductible  
Prescription $ 5 Co-Pay  
Rider 8 Dependents to Age 23  
Rider 22 Ambulatory Care  
Rider 45 Cosmetic Surgery  
Rider 46 Pre-Care Plus  
Rider 48 Out-of-Area Benefit  

Riders which have either been eliminated or reduced from the Blue Cross Blue Shield Traditional Alternative Plan are:

Major Medical from $ 50 to $ 100; reduced  
Prescription Co-pay from $ 3 to $ 5 reduced  
Chiropractic eliminated  
Psychiatric Care eliminated.

The premium cost for this alternative Blue Cross Blue Shield Plan is $570 per month family and $256 per month individual Plans.

The City will pay 100% of the premium to a maximum of $630 per month family and $280 per month individual. The employee will be responsible for the increase in premiums above these caps at 100%. Example:

$570/month City pays 100%  
$630/month City pays 100%  
$680/month City pays 100% up to $630 the employee is responsible for the difference in this case $50 out of pocket through payroll deduction.
1. There will be a special window for employees who select Blue Cross Blue Shield Traditional Alternative Plan. This window will be opened for a period of thirty (30) days from the date the City receives notification of the rate increase from Blue Cross Blue Shield.

At the close of this window, employee(s) who remain in the Blue Cross Blue Shield Traditional Alternative Plan will do so until the next August window. There will be no exceptions.

REOPENER:

In an effort to continually monitor the cost and the benefit levels of health care during the term of the Agreement, either party may serve the other with thirty (30) days written notice for the sole purpose of reopening the contract for further negotiations limited to health care. During such negotiations, all Articles covering health care benefits shall remain in effect until new terms are mutually agreed upon. If the parties cannot agree, the issue may be submitted to an independent mediator chosen by the parties in an attempt to reach a resolution.
## WAGE SCHEDULE A

CITY OF NIAGARA FALLS, NEW YORK  
LOCAL 9434 - CIVIL SERVICE  

EFFECTIVE 1/1/98 - 12/31/98

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### Jobs Listed

- Clerk (1550)
- Data Clerk I (1259)
- Financial Jr. Account Clerk (1114)
- Junior Account Clerk (1112)
- Library Clerk - FT (9230)
- Senior Services Aide (1309)
- Typist (1910)
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Assoc. Leased Housing Counselor (2452) Senior Clerk (1570)
Automotive Storekeeper (1845) Senior Library Clerk (1560)
Senior Stenographer (1940) Storekeeper (1820)

11/9/98 USWA Local 9434 1/1/98 - 12/31/98
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**Annual**

- **Normal Increment**
- **With 5 Yr. Long.**
- **With 10 Yr. Long.**
- **With 15 Yr. Long.**
- **With 20 Yr. Long.**
- **With 25 Yr. Long.**

**Hourly**

- **Normal Increment**
- **With 5 Yr. Long.**
- **With 10 Yr. Long.**
- **With 15 Yr. Long.**
- **With 20 Yr. Long.**
- **With 25 Yr. Long.**
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**Admin Asst - Assessor (1554)**

**Computer Services Librarian (9223)**

**Environmental Asst/GIS Coord (2460)**

**Librarian I (9217)**

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**Admin Asst - Community Dev (2467)**

**Auditor I (1193)**

**Building/Housing Inspector (4220)**

**Clean Neighborhood Inspector (4620)**

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<th>Grade 18A (35 HRS)</th>
<th>1ST STEP = 1.</th>
<th>2ND STEP = 2.</th>
<th>3RD STEP = 3.</th>
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**Admin Asst - Community Dev (2467)**

**Compliance Off/Indus Waste Insp (5558)**

**Engineering Technician II (2840)**

**Lsd Hsg Spec Prog Coord (2449)**

**Librarian II (9210)**

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**Laboratory Technician (2240)**

**Senior Auto Mechanic (5407)**
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Business Manager - Conv Center (1491) Engineering Systems Tech (2245) Librarian III (9205)

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Foreman - Outside Water Maint (5459) Foreman-Traffic & Elec Signals (5470)

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Foreman - Outside Water Maint (5459) Foreman-Traffic & Elec Signals (5470) Operations Foreman - Parks & Bldgs (5422) Operations Foreman - Public Wks (5414) Senior Lab Technician (2241) Senior Water Plant Operator (5551)
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Chief Building/Housing Insp (4215)
Chief Construction Inspector (4470)

Chief Construction/Review Spec/Zoning Officer (4222)
Rehabilitation Supervisor (2436)

Forester (7210)
Greenskeeper (7660)

Billng Supervisor (1138)
Civil Engineer (2630)

Civil Engineer (2630)
Senior Planner (2440)

Traffic Engineering Planner (2635)

11/9/98

USWA Local 9434: 1/1/98 - 12/31/98
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Chemist - Environmental (2269)
Chief of Adm/Tech Support WWTP (1420)
Civil Engineer II (2665)

Grade 23B (40 HRS) |          |          |          |          |
| Normal Increment .0 | 42618.99 20.4899 | 43865.95 21.0894 | 45082.13 21.6741 | 46298.93 22.2591 |
| With 5 Yr. Long .1 | 43322.86 20.8283 | 44732.06 21.5058 | 45817.20 22.0275 | 47067.07 22.6284 |
| With 10 Yr. Long .2 | 44155.90 21.2288 | 45400.99 21.8274 | 46594.29 22.4011 | 47770.74 22.9667 |
| With 15 Yr. Long .3 | 44604.14 21.4443 | 45852.14 22.0443 | 47036.08 22.6135 | 48222.10 23.1837 |
| With 20 Yr. Long .4 | 45049.06 21.6582 | 46298.93 22.2591 | 47485.36 22.8295 | 48675.33 23.4016 |
| With 25 Yr. Long .5 | 45500.42 21.8752 | 46746.54 22.4743 | 47938.80 23.0475 | 49118.58 23.6147 |

Chief Electrical Inspector (4270)

Grade 24A (35 HRS) |          |          |          |          |
| Normal Increment .0 | 45077.03 24.7676 | 46815.68 25.7229 | 48620.39 26.7145 | 50850.98 27.9401 |
| With 5 Yr. Long .1 | 45946.81 25.2455 | 47741.51 26.2316 | 49564.97 27.2335 | 51836.88 28.4619 |
| With 10 Yr. Long .2 | 46831.51 25.7316 | 48638.59 26.7245 | 50517.56 27.7569 | 52843.15 29.0347 |
| With 15 Yr. Long .3 | 47734.23 26.2276 | 49578.07 27.2407 | 51495.08 28.2940 | 53866.90 28.5972 |
| With 20 Yr. Long .4 | 48655.52 26.7338 | 50540.85 28.7637 | 52493.50 29.8439 | 55005.22 30.1699 |
| With 25 Yr. Long .5 | 49595.00 27.2500 | 51518.38 28.3068 | 53515.46 29.4041 | 55979.92 30.7582 |

Chief of Maintenance - Water (5408)
Chief Operator - WWTP (5405)
Chief Operator - Water (5402)

Grade 24B (40 HRS) |          |          |          |          |
| Normal Increment .0 | 45077.14 21.6717 | 46815.81 22.5076 | 48620.42 23.3752 | 50851.01 24.4476 |
| With 5 Yr. Long .1 | 45946.99 22.0899 | 47741.41 22.9526 | 49565.15 23.8294 | 51836.93 24.9216 |
| With 10 Yr. Long .2 | 46831.41 22.5151 | 48638.72 23.3840 | 50517.58 24.2873 | 52843.02 25.4053 |
| With 15 Yr. Long .3 | 47734.34 22.9492 | 49578.26 23.8357 | 51495.18 24.7573 | 53867.01 25.8976 |
| With 20 Yr. Long .4 | 48655.57 23.3921 | 50540.88 24.2985 | 52495.87 25.2384 | 54909.09 26.3986 |
| With 25 Yr. Long .5 | 49595.10 23.8438 | 51518.48 24.7685 | 53515.49 25.7286 | 55979.87 26.9134 |

NONE
WAGE SCHEDULE A
CITY OF NIAGARA FALLS, NEW YORK
LOCAL 9434 - CIVIL SERVICE

EFFECTIVE 1/1/99 - 12/31/99

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Data Clerk I (1259)  Library Clerk - FT (9230)
Financial Jr. Account Clerk (1114)  Senior Services Aide (1309)
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Leased Housing Intake Tech (2453)  Stenographer (1920)

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Account Clerk (1115)  Cashier (1120)
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**USWA Local 9434** 1/1/99 - 12/31/99
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<td>Asst Research/Planner Consultant (1478)</td>
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| Grade 12 | Normal Increment | .0 | 25385.54 | 13.9481 | 26110.45 | 14.3464 | 26768.56 | 14.7080 | 27363.52 | 15.0349 |
|          | With 5 Yr. Long. | .1 | 25842.18 | 14.1990 | 26537.78 | 14.5812 | 27100.16 | 14.8902 | 27891.68 | 15.3251 |
|          | With 10 Yr. Long. | .2 | 26240.40 | 14.4178 | 26836.99 | 14.7456 | 27561.72 | 15.1438 | 28187.43 | 15.4876 |
|          | With 15 Yr. Long. | .3 | 26698.49 | 14.6695 | 27296.54 | 14.9981 | 28021.45 | 15.3964 | 28647.35 | 15.7403 |
|          | With 20 Yr. Long. | .4 | 27161.68 | 15.0239 | 27762.10 | 15.2539 | 28485.18 | 15.6512 | 29112.17 | 15.9597 |
|          | With 25 Yr. Long. | .5 | 27626.69 | 15.1795 | 28216.37 | 15.5035 | 28946.19 | 15.9045 | 29573.73 | 16.2493 |

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<td>Rehabilitation Asst (2446)</td>
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| Grade 13 | Normal Increment | .0 | 26110.45 | 14.3464 | 26768.56 | 14.7080 | 27494.92 | 15.1071 | 28124.10 | 15.4528 |
|          | With 5 Yr. Long. | .1 | 26537.78 | 14.5812 | 27197.53 | 14.9437 | 27891.68 | 15.3251 | 28553.07 | 15.6885 |
|          | With 10 Yr. Long. | .2 | 26967.12 | 14.8171 | 27626.69 | 15.1795 | 28288.08 | 15.5429 | 28980.59 | 15.9234 |
|          | With 15 Yr. Long. | .3 | 27423.21 | 15.0677 | 28066.24 | 15.4320 | 28746.17 | 15.7946 | 29443.78 | 16.1779 |
|          | With 20 Yr. Long. | .4 | 27891.68 | 15.3251 | 28553.07 | 15.6885 | 29213.37 | 16.0513 | 29903.69 | 16.4306 |
|          | With 25 Yr. Long. | .5 | 28353.05 | 15.5786 | 29012.80 | 15.9411 | 29671.10 | 16.3028 | 30367.06 | 16.6852 |

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| Grade 14 | Normal Increment | .0 | 26836.99 | 14.7456 | 27563.54 | 15.1448 | 28331.03 | 15.5665 | 28980.59 | 15.9234 |
|          | With 5 Yr. Long. | .1 | 27265.60 | 14.9811 | 28059.12 | 15.4171 | 28746.17 | 15.7946 | 29408.11 | 16.1583 |
|          | With 10 Yr. Long. | .2 | 27821.43 | 15.2865 | 28686.64 | 15.6520 | 29180.42 | 16.0332 | 29843.81 | 16.3977 |
|          | With 15 Yr. Long. | .3 | 28288.08 | 15.5429 | 28946.19 | 15.9045 | 29645.43 | 16.2887 | 30298.81 | 16.6477 |
|          | With 20 Yr. Long. | .4 | 28746.17 | 15.7946 | 29408.11 | 16.1583 | 30102.07 | 16.5395 | 30763.46 | 16.9030 |
|          | With 25 Yr. Long. | .5 | 29213.37 | 16.0513 | 29873.12 | 16.4138 | 30567.08 | 16.7951 | 31223.74 | 17.1569 |

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11/98 | USWA Local 9434: 1/1/99 - 12/31/99
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| Junior Drafter (2842) | 15B (40 HRS) | NORMAL INCREMENT .0 | $27,626.98 | $28,322.53 | $29,049.49 | $29,770.42 |
| | WITH 5 YR. LONG | .1 | $28,059.41 | $28,746.43 | $29,508.96 | $30,298.94 |
| | WITH 10 YR. LONG | .2 | $28,484.98 | $29,247.71 | $29,993.54 | $30,698.93 |
| | WITH 15 YR. LONG | .3 | $28,946.53 | $29,701.98 | $30,367.38 | $31,155.28 |
| | WITH 20 YR. LONG | .4 | $29,408.08 | $30,170.61 | $30,832.26 | $31,621.62 |
| | WITH 25 YR. LONG | .5 | $29,872.96 | $30,635.49 | $31,292.14 | $32,083.17 |

| Laboratory Assistant (2235) | 16A (35 HRS) | NORMAL INCREMENT .0 | $28,418.21 | $29,180.42 | $29,903.69 | $30,698.49 |
| | WITH 5 YR. LONG | .1 | $28,814.79 | $29,573.73 | $30,367.06 | $31,223.74 |
| | WITH 10 YR. LONG | .2 | $29,342.22 | $30,102.07 | $30,860.63 | $31,621.77 |
| | WITH 15 YR. LONG | .3 | $29,806.32 | $30,567.08 | $31,328.02 | $32,083.32 |
| | WITH 20 YR. LONG | .4 | $30,267.87 | $31,025.18 | $31,784.12 | $32,548.33 |
| | WITH 25 YR. LONG | .5 | $30,724.33 | $31,490.00 | $32,245.85 | $33,006.61 |

| Computer User Support Coord. (1159) | 16B (40 HRS) | NORMAL INCREMENT .0 | $28,418.21 | $29,180.94 | $29,903.54 | $30,698.93 |
| | WITH 5 YR. LONG | .1 | $28,815.07 | $29,574.06 | $30,367.38 | $31,223.50 |
| | WITH 10 YR. LONG | .2 | $29,341.94 | $30,101.97 | $30,861.58 | $31,621.62 |
| | WITH 15 YR. LONG | .3 | $29,806.61 | $30,567.06 | $31,327.92 | $32,083.17 |
| | WITH 20 YR. LONG | .4 | $30,267.95 | $31,025.28 | $31,784.27 | $32,548.46 |
| | WITH 25 YR. LONG | .5 | $30,724.30 | $31,490.58 | $32,245.41 | $33,006.69 |

| Housing Quality Specialist (2443) | 16A (35 HRS) | NORMAL INCREMENT .0 | $28,418.21 | $29,180.42 | $29,903.69 | $30,698.49 |
| | WITH 5 YR. LONG | .1 | $28,814.79 | $29,573.73 | $30,367.06 | $31,223.74 |
| | WITH 10 YR. LONG | .2 | $29,342.22 | $30,102.07 | $30,860.63 | $31,621.77 |
| | WITH 15 YR. LONG | .3 | $29,806.32 | $30,567.08 | $31,328.02 | $32,083.32 |
| | WITH 20 YR. LONG | .4 | $30,267.87 | $31,025.18 | $31,784.12 | $32,548.33 |
| | WITH 25 YR. LONG | .5 | $30,724.33 | $31,490.00 | $32,245.85 | $33,006.61 |

| Industrial Waste Inspector (5557) | 16B (40 HRS) | NORMAL INCREMENT .0 | $28,418.21 | $29,180.94 | $29,903.54 | $30,698.93 |
| | WITH 5 YR. LONG | .1 | $28,815.07 | $29,574.06 | $30,367.38 | $31,223.50 |
| | WITH 10 YR. LONG | .2 | $29,341.94 | $30,101.97 | $30,861.58 | $31,621.62 |
| | WITH 15 YR. LONG | .3 | $29,806.61 | $30,567.06 | $31,327.92 | $32,083.17 |
| | WITH 20 YR. LONG | .4 | $30,267.95 | $31,025.28 | $31,784.27 | $32,548.46 |
| | WITH 25 YR. LONG | .5 | $30,724.30 | $31,490.58 | $32,245.41 | $33,006.69 |

<p>| Meter Technician (4640) | 16B (40 HRS) | NORMAL INCREMENT .0 | $28,418.21 | $29,180.94 | $29,903.54 | $30,698.93 |
| | WITH 5 YR. LONG | .1 | $28,815.07 | $29,574.06 | $30,367.38 | $31,223.50 |
| | WITH 10 YR. LONG | .2 | $29,341.94 | $30,101.97 | $30,861.58 | $31,621.62 |
| | WITH 15 YR. LONG | .3 | $29,806.61 | $30,567.06 | $31,327.92 | $32,083.17 |
| | WITH 20 YR. LONG | .4 | $30,267.95 | $31,025.28 | $31,784.27 | $32,548.46 |
| | WITH 25 YR. LONG | .5 | $30,724.30 | $31,490.58 | $32,245.41 | $33,006.69 |</p>
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Laboratory Technician (2240)  
Senior Auto Mechanic (5407)
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| Business Manager - Conv Center (1491) | Planning Resource Coord (1423) | Senior Draftsman (2845) |
| Engineering Systems Tech (2245) | Programmer Analyst (1158) | Senior Eng Aide-WTP & WWTP (2832) |
| Librarian III (9205) | Sr Ctz Prog Adm/Handl Prog Tech (1305) |

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<th>Landscape/Garden Maint Worker (5715)</th>
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| Accountant (1195) | Clerk of the Works (4472) | Leased Housing Supervisor (2455) |
| Auditor (1194) | Construction Inspector (4450) | Project Designer (2645) |
| Cross Connection Inspector (4611) | Rehabilitation Spec (2437) |

<p>| Foreman - Outside Water Maint (5459) | Operations Foreman - Parks &amp; Bldgs (5422) | Senior Lab Technician (2241) |
| Foreman-Traffic &amp; Elec Signals (5470) | Operations Foreman - Public Wks (5414) | Senior Water Plant Operator (5551) |</p>
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**Chief Building/Housing Insp (4215)**

**Chief Construction Inspector (4470)**

**Forester (7210)**

**Greenskeeper (7660)**

**Billig Supervisor (1138)**

**Civil Engineer (2630)**

**Civil Engineer (2630)**

**Billing Supervisor (1138)**

**Senior Auditor (1145)**

**Senior Planner (2440)**

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**Forester (7210)**

**Greenskeeper (7660)**
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